



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

**Thursday, June 25, 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 May 28, 2015 Meeting**
Recommended action: Approval [with abstentions from those who were not present]

Presentation

- IV. Transform I-66**
The Honorable Aubrey L. Layne, Jr., Secretary of Transportation

Consent Agenda

- V. Project Agreement for Loudoun County–Regional Funding 107-20351 (Loudoun County Parkway VA Route 607, US 50 to Creighton Rd)**
Recommended action: Approval of Project Agreement
- VI. Project Agreement for Loudoun County–Regional Funding 107-20461 (Belmont Ridge Road VA Route 659, Truro Parish Road to Croson Lane)**
Recommended action: Approval of Project Agreement
- VII. Project Agreement for Loudoun County –Regional Funding 107-10611 (Acquisition of 4 Transit Buses)**
Recommended action: Approval of Project Agreement
- VIII. Project Agreement for Arlington County–Regional Funding 013-90381 (Glebe Road Corridor Intelligent Transportation System (ITS) Improvements)**
Recommended action: Approval of Project Agreement
- IX. Project Agreement for Arlington County–Regional Funding 013-90421 (Route 244 Columbia Pike Multimodal Street Improvements)**
Recommended action: Approval of Project Agreement

**X. Project Agreement for Arlington County–Regional Funding 013-60621
(Ballston-MU Metrorail Station West Entrance)**

Recommended action: Approval of Project Agreement

Action

XI. Approval of Debt Policy Update Chairman York, Chair, Finance Committee

Recommended action: Approval of the update to the Debt Policy

XII. Approval of Financial Advisor Agreement

Chairman York, Chair, Finance Committee

Recommended action: Approval of Agreement

XIII. Approval of Employee Disability Insurance

Chairman York, Chair, Finance Committee

Recommended action: Approval of Employee Disability Insurance

XIV. Approval of CMAQ/RSTP Request from City of Alexandria

Ms. Dominguez, Chair, JACC

Recommended action: Approval of CMAQ/RSTP Request

Discussion/Information

XV. Finance Committee Report

Chairman York, Chair, Finance Committee

XVI. Monthly Revenue Report

Mr. Longhi, CFO

XVII. Operating Budget Report

Mr. Longhi, CFO

XVIII. Executive Director's Report

Ms. Backmon, Executive Director

XIX. Chairman's Comments

Closed Session

XX. Adjournment

Correspondence Section

- 30% Funding Request from Manassas Park
- I-66 Letter from Mr. Zega
- I-66 Comments from Mr. Scheufler

Next Meeting: July 23, 2015 – 6:00 pm

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

AGENDA

I. Call to Order Chairman Nohe

- Chairman Nohe called the meeting to order at 6:17pm.

II. Roll Call Ms. Speer, Clerk

- Voting Members: Chairman Nohe; Mayor Euille (departed 7:02pm); Chairman Bulova; Chair Hynes; Supervisor Letourneau; Mayor Silverthorne; Council Member Rishell; Senator Ebbin (arrived 6:36pm); Delegate Rust; Miss Bushue.
- Non-Voting Members: Mayor Fraser; Ms. Cuervo; Mr. Horsley.
- Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Peggy Teal (Assistant Finance Officer); Camela Speer (Clerk); various jurisdictional staff.

III. Minutes of the April 23, 2015 Meeting

- Mayor Euille moved approval of the April 23, 2015 minutes; seconded by Council Member Rishell. Motion carried with eight (1) yeas and one (1) abstention [with Mayor Euille abstaining as he was not at the April 23 meeting].

Presentation

IV. Briefing on the Regional Bus Staging, Layover, and Parking Location Study

Mr. Richard Roisman, Transportation Planning Board

- Mr. Roisman briefed the Authority on the Regional Bus Staging, Layover and Parking Location Study.
- Ms. Bushue asked for confirmation that one of the improvements as part of the Boundary Channel Drive interchange project (funded by the NVTa) will be for bus staging. Mr. Roisman responded that is his understanding, adding that it may be being used informally now and that he believes there are to be accommodations for bus staging as part of the intersection improvements. He noted this is as close to the bridge as you can get and getting across the river is

a big travel time issue. He added that whether this actually gets used for staging for pickups in the District of Columbia (District) remains to be seen, it will depend on how well it performs in terms of being able to reach the stops in time.

- Ms. Bushue added that she understood that this project would allow for a lot of staging capacity and that was one of the reasons for the project's funding approval by the NVTA. Mr. Roisman differed to the Arlington staff for specifics about the project. He added that a site might provide plenty of capacity, but the buses still have to be able to reach their stops in a timely manner.
- Ms. Bushue asked for clarification that these decisions are not always based on capacity. Mr. Roisman replied that it is a combination of capacity and proximity to the bus stops, particularly for commuter buses to reach their first stop.
- Mayor Euille asked why the study was limited to the District and Arlington. Mr. Roisman responded that at the time of the study, Alexandria was deemed to be just a little bit too far away for staging locations for the District. He added that what they found from talking to commuter operators that it is too far for them to get into their locations in the District from Arlington, as well as the close-in Maryland suburbs.
- Mayor Euille clarified that Alexandria has many motorcoach and tour buses coming into the City and that staging has been a challenge for many years. He suggested that if a study was being done, it should have looked at all the jurisdictions that are impacted by motorcoaches, buses and tour buses. He further suggested that Alexandria should have been part of this study. Mr. Roisman acknowledged this is a concern going forward.
- Delegate Rust referenced the statistic in the presentation of 1,900 motorcoaches observed, with 1,100 requiring parking, and asked how many of the 1,100 can find parking now and what do the other 800 buses do for parking. Mr. Roisman responded that they can find parking, but it is not necessarily desirable parking. He added that a good percentage of the available parking for buses in the District is at the parking lots for RFK stadium, but these are far away from where the buses want to be and that there are other reasons that bus companies choose not to locate there. He stated that there is a supply issue.

(Senator Ebbin arrived.)

- Chair Hynes noted that there is a major challenge before the region as we consider adding more service along I-66. She noted that whether these are rapid or commuter, the issue of where these buses are going to be staged is a major issue. She asked if any locations in Arlington were considered and, if so, are they close to the river or a bridge. Mr. Roisman responded that there were locations in Arlington considered and that there are a number of designated locations, for example near the Pentagon City Mall. He stated that the conclusion that was reached is that Arlington is currently full. Chair Hynes

agreed. Mr. Roisman added that this is setting aside the more detailed operational issues that are present at the Ballston and Rosslyn Metrorail Stations. He pointed out that VDOT and DRPT were part of this study, so they are aware of the findings and are using these findings as they review the various options along I-66.

- Chair Hynes suggested that the Authority pay attention to this issue and suggested that there may be an issue with the District being maxed out. She suggested that as a region, perhaps we should suggest to commuter or tour buses that drop off locations should be at the edges of where they can connect into the transit system, rather than the notion that everyone can ride downtown in an individual seat, creating the bus storage challenge. She added that the locations that are less expensive to store buses are at the ends of the lines. Chair Hynes suggested that as we look at I-66 and our opportunities, there is an opportunity over I-66 at East Falls Church to think about bus storage. This would allow riders to get on the metro trains either west to Tyson's or east into the city.
- Supervisor Letourneau stated that Loudoun has a limited amount of bus capacity, there are only so many buses Loudoun could add. He recalled that the District had previously tried to tax or apply fees to commuter buses coming into the District and asked if there is a new discussion about the District doing something similar again. He suggested that the District will control what happens with this issue, as jurisdictions continue to add more bus service. Mr. Roisman stated that he has not heard about anything similar to this coming from the District Government. He added that there is a lot of room for progress forward at the staff level and with those within the decision making within DDOT to work with PRTC and Loudoun Transit to find ways to move forward.
- Mr. Roisman concluded that this study is intended as a starting point, re-raising issues that have come up previously to get these issues worked out within the agencies and that he has not heard anything from the elected body in the District about additional taxes.

Consent Agenda

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

- IX. Project Agreement for City of Fairfax–Regional Funding 600-60411 (Northfax)**
- X. Project Agreement for City of Fairfax–Regional Funding 600-60391 (Kamp Washington Intersection Improvements)**
- XI. Project Agreement for PRTC–Regional Funding 998-60591 (Western Maintenance Facility)**

- Chairman Nohe removed Item XII from the Consent Agenda.
- Chairman Nohe noted that the Consent Agenda has seven different project agreements. Ms. Backmon stated that with the approval of these agreements tonight, including the two final SPAs from the FY2014 Project List, all FY2014 projects will be advancing, with the exception of those projects that were withdrawn. She added that the remaining five SPAs are projects that were approved last month on the FY2015-16 Program.
- Mayor Silverthorne moved approval of the consent agenda to include the specific motions in items V - XI; seconded by Chairman Bulova. Motion carried unanimously.

Action

XII. Appointment of the I-66 Outside the Beltway Committee

- Chairman Nohe stated that the Secretary's office is evaluating options for I-66 outside the beltway. He noted two facts:
 - ✓ At last week's Commonwealth Transportation Board (CTB) meeting, the Secretary made a reference to the notion that the CTB may ask the NVTa for some funding for this project.
 - ✓ One of the options available to the CTB is a Public-Private Transportation Act (PPTA) and discussions of this would have to be kept somewhat confidential under certain circumstances because discussion in a fully public manner could endanger the ability to negotiate. He cited Virginia Code §2.2-3711.A.6 that states that there are certain things like contract negotiations that need to be discussed privately.
- Chairman Nohe noted that sometimes the PPTA conversations will be included in discussions of NVTa funding and therefore an I-66 Outside the Beltway Committee, that is akin to the NVTa Metro or VRE Committees, should be established for the purpose of allowing this Committee to discuss the I-66 options with VDOT and be able to go into closed session as necessary to discuss contracting issues. He added that if everything could be discussed openly, we would not need this Committee.
- Chairman Nohe asked for confirmation from the Council of Counsels that all of this is correct. Mr. MacIsaac responded that what was stated is correct, but that there still remains a question as to whether the subject matter of the

Committee's discussion will qualify for closed session. He added that just because the State may request NVTa funding and utilize a PPTA, this does not automatically qualify for closed session discussions as it will depend on the structure of the conversation. He noted that there are likely a number of instances in which this might be permissible, but he clarified that this does not mean that every time this Committee meets they can go into closed session.

- Chairman Nohe stated that this will need to be evaluated on a case-by-case basis. He asked for clarification that without this Committee, when it is appropriate to go into closed session, we would not have the ability to do so. Mr. MacIsaac agreed that it is best to establish the Committee.
- Chairman Nohe expressly appointed himself, Chairman Bulova, Ms. Mitchell and Mr. Garzynski to the Committee. He stated that all Committee meetings would be open to all Authority members and invited all members to attend.
- Senator Ebbin asked for clarification that, in terms of closed session, any funding that may be appropriated by the NVTa will be publically discussed adding that the Committee could make a recommendation to bring to the Authority, but would not have the authority to appropriate funding. Chairman Nohe responded that Virginia Code §2.2-3711 does not allow for a closed session discussion about the expenditure of funds, adding that discussions about funding could not be held in closed session. He stated that even in open session, the Committee cannot make a commitment on behalf of the Authority.
- Senator Ebbin asked for further clarification that if the Committee is in closed session, could the State even discuss a proposed bid and make a request for funds. Mr. MacIsaac responded that this is too hypothetical at this time to make a determination.
- Senator Ebbin suggested we air towards transparency as much as possible. Chairman Nohe agreed and clarified that this Committee concept came up in discussions with the Secretary's office. He added that during the discussion, the Secretary's office had indicated that they would like to begin working with the NVTa soon, but that there must be a way to keep private what must be private, but make public everything else.
- Council Member Rishell asked if a member jurisdiction can request membership on the Committee. Chairman Nohe responded affirmatively. Council Member Rishell requested to be on the Committee. Chairman Nohe accepted her request.
- Chairman Bulova suggested that for the members of the Committee, wording be added to include "or his/her designee" to allow NVTa alternates to attend if the member is unavailable. Chair Hynes clarified that this alternate could not be a staff person. Chairman Nohe accepted this suggestion.
- Chairman Bulova moved the establishment of an outside the beltway Committee to consist of Chairman Nohe, Chairman Bulova, Ms. Mitchell, Mr. Garzynski and Council Member Rishell, or their elected designees; seconded by Chair Hynes. Motion carried unanimously.

XIII. Approval of Kathy Ichter to the Technical Advisory Committee

Ms. Backmon, Executive Director

- Ms. Backmon briefed the Authority on the purpose of the Technical Advisory Committee (TAC) and noted that there is currently a vacancy due to the resignation of Mr. Christopher Tacinelli, who served on the Committee since 2008 and resigned in September 2014. She stated that per the discussions of the JACC, Ms. Kathy Ichter has been recommended as the appointee to the TAC in replacement of Mr. Tacinelli. Ms. Backmon noted that Ms. Ichter's biography was included in the Authority packet.
- Chairman Bulova moved approval of the appointment of Ms. Kathy Ichter as a member of the Technical Advisory Board; seconded by Senator Ebbin.
- Chairman Bulova commented on what a find Ms. Ichter is for this Committee, adding that she previously served as the Fairfax County Transportation Director.
- Motion carried unanimously.

XIV. Approval of Robert Dickerson to the Council of Counsels

Ms. Backmon, Executive Director

- Ms. Backmon briefed the Authority on the resignation of Ms. Angela Horan as County Attorney for Prince William effective June 12 due to new employment. She stated that the resolution from the Prince William County Board of Supervisors accepting her resignation also requested that Mr. Robert Dickerson be appointed to the Council of Counsels in her stead.
- Chairman Nohe moved approval of the appointment of Mr. Robert Dickerson as a member of the NVTA Council of Counsels; seconded by Council Member Rishell.
- Chairman Nohe thanked Ms. Horan for her hard work for the Authority, adding that she will always be appreciated and missed.
- Motion carried unanimously.

XV. Approval of Prince William County RSTP Reallocation Request

Ms. Dominguez, Chair, JACC

- Ms. Dominguez stated that there are a few transfer requests.
 - ✓ Fairfax County requested changes in project limits and scope for two previously approved RSTP and CMAQ projects. One to expand the Route 7 project from Reston Avenue to Reston Parkway to be from Reston Avenue to Jarrett Valley Drive. Second to change the limits the Route 1 project from Napper Road to Mount Vernon Highway to be

from the Huntington Metro Station to the Prince William County Line to allow the study to be used for the whole corridor.

- ✓ Prince William requested to transfer funding from the Route 28 Widening Phase 1 Project to the Blackburn Road/Rippon Boulevard Signal Improvement Project and to the Logmill Road Project.

- Chairman Bulova moved 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; seconded by Senator Ebbin. Motion carried unanimously.

Discussion/Information

XVI. CMAQ/RSTP Reallocation Request

Ms. Dominguez, Chair, JACC

- No verbal report.

XVII. Planning Coordination Advisory Committee Report

Mayor Foreman, Chair, PCAC

- Mayor Foreman updated the Authority on the Planning Coordination Advisory Committee (PCAC), stating that the Committee is finally moving forward. He thanked Chair Hynes for attending the last meeting to discuss the role of the PCAC. He noted that since the Committee started meeting, it has been mostly focused on the Bylaws and the purpose of the Committee.
- Mayor Foreman stated that at the last meeting of the PCAC everyone was able to get on the same page. He noted that the highlight of the discussion was the suggestion that the charge of the Committee be more specific, to include the review of the Authority's Annual Legislative Program, TransAction Update and the rolling Six Year Plan. He added that this suggestion from Chair Hynes and Ms. Backmon codified the Committee and it can now meet on a regular basis and know what needs to be done to go forward. He added that the PCAC is now set up for success.
- Mayor Foreman thanked staff for all their hard work on this.
- Chair Hynes added that there are suggested Bylaw changes in the PCAC report that will come back to the Authority for approval.
- Chairman Nohe asked if the PCAC Bylaws were separate or imbedded in the Authority Bylaws. Ms. Backmon responded that they are imbedded in the Authority Bylaws.
- Mayor Foreman clarified that the PCAC initially wondered where the Committee Bylaws were and found them imbedded in the Authority Bylaws. He added that the word "broad" being included in the Committee charge made it difficult for the Committee to determine its responsibilities. The discussion and suggested changes to the charge have clarified this.

- Supervisor Letourneau, as a member of the PCAC, noted that one challenge of the PCAC that he has struggled with is understanding the role of the Counties on the Committee. He acknowledged that it is codified in legislation that the Towns represented by the NVTa must have a representative. However, the Counties already have representatives on the Authority. He added that it seems as if one of the struggles with the quorum is that the larger jurisdictions do not understand why they are on the Committee. Mayor Foreman responded that this was part of the discussion at the last meeting. He noted that even when there has not been a quorum at meetings, there has always been active participation. Mayor Foreman added that part of the last discussion was about defining the quorum and attendee requirements. He stated that the Towns brought up this same issue about Towns and Counties. He clarified that although the NVTa and the PCAC have the same representation of Counties and Cities, no members that serve on the Authority also serve on PCAC. Mayor Foreman stated that the PCAC is a “sanity check” once Authority actions are taken to have inclusion. He added that it is good to have the Counties on the PCAC, and that it is outstanding to have the Towns on the PCAC as they rotate a seat on the Authority and this is an education process. Mayor Foreman noted that the Counties are representing the activity centers and they need to be represented at the PCAC. He added that even if there is not a quorum, the Committee can still discuss the activity centers and the thrust of why something is before the PCAC for review. Mayor Foreman requested that when items come to the PCAC for review, members would like a clear directive as to what they are looking at it for. He noted that the PCAC does not want to review the whole process, but have a deliverable directive.

(Mayor Euille departed.)

- Chair Hynes noted that another part of the recommended Bylaw change is to change the quorum requirement, which is currently the same as the Authority requirements. She stated that the requested change is to strike the requirement of 2/3 of the population for quorum and keep the requirement of 2/3 of the members present.
- Chair Hynes stated that the PCAC will review two annual projects to include:
 - ✓ The rolling Six Year Plan and looking at the new year to provide advice.
 - ✓ Providing comment on the NVTa legislative package.
- Chair Hynes noted that this is also about having more than just the Authority members understand what NVTa does. She added that this means that we have a second person in each jurisdiction’s elected body who is at least occasionally reviewing Authority activities. She suggested this will provide capacity for a little bit of “bench strength” over time and understanding of the role of the NVTa.
- Chair Hynes stated that another major task of the PCAC will be to provide comment on TransAction, which is an every five year activity. She noted that it was also discussed that if there is interest, the Committee could look, on an every three year basis, at the connecting communities goal in Region Forward

and provide advice on how all our projects come to fruition, where we are doing a good job of building new connections and where we might need to think more about this. She added that this is not a regional benefit, just one dimension of looking at how the Authority work contributes.

- Mayor Foreman concluded by noting that the members of the NVTa and the NVRC look out for each other, eliminating the politics and all caring about the projects. He added that he has watched the Counties take care of the Towns' issues and the Commissioners take care of each other's Counties. Mayor Foreman noted that the quorum discussion became about having numbers at the meeting to be sure the Committee can be effective for the NVTa.
- Chairman Bulova asked about the process to move the Bylaw changes forward. Ms. Backmon responded that according to the Bylaws, any amendments need to be provided to the Authority for review and discussion 30 days prior to any action. She noted that the June 25 meeting is the 30th day of this notice. Mayor Foreman added that the PCAC does not meet again until September.
- Ms. Backmon stated that the PCAC has also agreed to modify their work program and that based on there currently being no major activities for the Committee, the next meeting will be in September. She added that the Committee will no longer meet monthly, but on an as needed basis based on deliverables. Mayor Foreman noted that the PCAC has identified meeting dates for the purpose of a calendar, but if there is no reason to meet he will send out an email cancelling the meeting.
- Chairman Nohe asked for clarification on the 30 day notice of these Bylaw changes and if the clock on this began when the item was sent out in the meeting packet. Ms. Backmon confirmed that this was the date. Mr. MacIsaac noted that this is using the most generous reading of the Bylaws.
- Chairman Bulova suggested that NVTa staff review the language of the Bylaw changes and have jurisdictional staff review as well. Ms. Backmon recommended to the Authority that the language be fine-tuned in coordination with the Council of Counsels and then vetted through jurisdictional staff. She noted that the PCAC has fourteen members and the localities are represented at the JACC and suggested it can be reviewed there. She suggested presenting the Bylaws changes to the Authority at either the June or July meeting, adding that we don't want to push this through too fast, want it to be right and effective.
- Ms. Backmon noted that Chair Hynes is the standing member of the Bylaws Committee and we are working to update other areas of the Bylaws as well.
- Chairman Nohe clarified that all the Bylaw updates do not have to be done at once, that this update can be done in the next month or two and the rest later. There was no objection from members to putting this on the agenda in June.
- Delegate Rust asked if there was a requirement for a public advertisement of this document. Mr. MacIsaac responded that there is not.
- Delegate Rust asked if 30 days gives staff, Counsel and jurisdictional staff enough time to coordinate these changes and reviews, noting that this does not seem to be a rush as the PCAC does not meet again until September. Ms. Backmon suggested it would be best to bring this to the June JACC meeting

and then allow an opportunity for feedback. She added that this would also give Counsel some additional time.

- Chairman Nohe directed Ms. Backmon to bring the PCAC Bylaw changes back to the Authority in either June or July.

XVIII. Monthly Revenue Report

Mr. Longhi, CFO

- No verbal report.

XIX. Operating Budget Report

Mr. Longhi, CFO

- No verbal report.

XX. Executive Director's Report

Ms. Backmon, Executive Director

- Ms. Backmon briefed the Authority on the Executive Director's Report. She highlighted:
 - ✓ TransAction Update Scope of Work was approved for release at the April Authority meeting. The Authority has received four responsive proposals.
 - ✓ She noted the souvenirs and signage from the Route 28 Groundbreaking Event.
 - ✓ Next groundbreaking is anticipated to be the PRTC Western Maintenance Facility. Save-the-date will be coming out soon.
 - ✓ Photographer that was here this evening was to get headshots and a group photo for the website update and to increase the photo library for the annual report.

XXI. Chairman's Comments

- Chairman Nohe updated the Authority on the HB 2 discussions at the CTB meeting. He stated that regions will be scored in categories and that Northern Virginia is in Category A, which was created for high congestion areas. He noted that for Northern Virginia, the law says that congestion relief must be the number one rating factor. Under the draft proposal from the Secretary's office, congestion relief constitutes 35% of the score under HB 2 for Northern Virginia and the other regions in Category A. This was based on the NVTa evaluation having 35% score under HB 599. Chairman Nohe stated that the proposal that was made at the CTB meeting was that for HB 2 purposes, the congestion relief score be changed from 35% to 50%. He noted that there was a brief, but healthy discussion about this. Some thought this was an awesome idea and others thought it was a terrible idea. He added that this is a conversation that the Authority will want to track very closely. He suggested that based on the original 35% number being based on the NVTa 35% number, there will likely be an expectation that if the HB 2 score is set at 50% the HB 599 score should be changed to 50%. Chairman Nohe noted that regardless of what happens with this, no matter how the NVTa and VDOT

rate projects, we must have processes that nest well together. We do not want a situation where one of the two funding authorities ranks a project high and the other ranks it low and then there is not enough money to get the project done.

- Delegate Rust stated that the NVTa is ranking projects by a bill (HB 599) that was passed prior to HB 2313 and now VDOT will be rating projects by a different process under HB 2. He wondered why we are going through two different ranking processes and suggested that this may be detrimental to the NVTa. He suggested that at the end of the day, the only process that matters is HB 2 and the CTB. He added that VDOT is doing a lot of work for the HB 599 ranking, that while it is helpful, useful and informative, it may be a duplication of effort that really does not contribute to the final results of the NVTa decision.
- Chairman Bulova asked what the Authority can do about this. Delegate Rust stated that it would probably require some legislation. He suggested that this is something that the Authority, in consultation with VDOT and the Secretary's office, should look at to see if it can be a unified process. He added that the end conversation may be that there does not need to be a change, but there have been informal conversations with the Secretary's office about this topic.
- Chairman Nohe expressed concern that any time there is a legislative change, the regions get the short end of the legislative stick. He stated that he does not want to suggest a legislative change that ultimately has some of the decision making capability taken from this region. He added that the HB 2313 funding needs to be controlled by the region, not at the central office. Chairman Nohe noted that this is a conversation that we are going to be engaged in either way.
- Chair Hynes added that Arlington has conducted a high level analysis of the HB 2 model changing the congestion rating from 35% to 50% to see what it might mean for some of Arlington's projects, which are much more multimodal than others in the region. She stated that it appears to be a detriment to transit and appears to down play the congestion relief that is associated with transit. She acknowledged that this was a very high level and quick assessment and noted that we do not know yet how transit is going to perform in either of the models. Chair Hynes stated that she persists in believing that the solutions, as were demonstrated on the I-66 Inside the Beltway study, are multimodal in nature. She added that between pure transit and pure road, our projects are mostly in the middle. She noted that it is not clear that any of these models adequately account for that and we have to make progress on all these fronts together. She worried that this is a concern for Northern Virginia and stated that there needs to be a way that does not disadvantage the "Falls Church's" of the world where the enhancements are relatively small road, bus stop, trail, connectivity issues. Chair Hynes suggested that we need to find a way to explain the complexity of this and show that we are actually measuring the congestion relief that comes from these other projects in a way that is fair in the whole mix.
- Mayor Silverthorne associated himself with Chair Hynes comments, noting that while the cities and towns are already having this issue, so will Arlington

and other jurisdictions over time. He stated that it is a challenge for the smaller jurisdictions to show congestion relief on smaller projects.

XXII. Adjournment

- Meeting adjourned at 7:20pm.

DRAFT



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: June 19, 2015

SUBJECT: Regional Funding Project 107-20351 (Loudoun County Parkway VA Route 607, US 50 to Creighton Rd)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 107-20351.
2. **Suggested motion.** *I move approval of the proposed Standard Project 107-20351 (Loudoun County Parkway VA Route 607, US 50 to Creighton Rd), 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 Loudoun County 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 107-20351

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
THE COUNTY OF LOUDOUN, VIRGINIA
(Recipient Entity)

NVTA Project Number: Loudoun County Parkway (VA Route 607) U.S

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 THE COUNTY OF LOUDOUN, 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, Loudoun 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 Loudoun County's application for funding and has approved Loudoun County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Loudoun 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 Loudoun County to finance the Project;

WHEREAS, NVTa agrees that Loudoun County will design and/or construct the Project or perform such other specific work for the Project and Loudoun 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 Loudoun 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 Loudoun 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

Loudoun 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 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 Loudoun County to advance the Project to the next phase until the current phase is completed. In any circumstance where Loudoun County seeks to advance a Project to the next phase using NVTA funds, Loudoun County 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 Loudoun 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, Loudoun County further recognizes that NVTa's reimbursement to Loudoun 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. Loudoun 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, Loudoun 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 Loudoun 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. Loudoun 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. Loudoun 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 Loudoun 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 Loudoun County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Loudoun County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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, Loudoun 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 Loudoun 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 Loudoun County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Loudoun County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Loudoun 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 Loudoun 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 Loudoun 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 Loudoun County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun County that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ Loudoun 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 _____ Loudoun 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 _____ Loudoun 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 _____ Loudoun County _____'s designated representative in writing. _____ Loudoun County _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ Loudoun 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 _____ Loudoun 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 _____ Loudoun County _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ Loudoun 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 Loudoun 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 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. Loudoun County 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 Loudoun County 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, Loudoun County 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 Loudoun County's material breach of this Agreement. If so terminated, Loudoun County shall refund to NVTAs all funds NVTAs provided to Loudoun County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Loudoun County with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Loudoun County may

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

_____ Loudoun 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 Loudoun 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, Loudoun 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 Loudoun County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Loudoun 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 Loudoun 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 Loudoun County, to the attention of Mr. Tim Hemstreet
County Administrator
1 Harrison Street S.E., Leesburg (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

Loudoun 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: _____

THE COUNTY OF LOUDOUN, VIRGINIA (Name of Recipient Entity)

By: Hunt

Date: 6/1/15

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVTA Project Title: **Loudoun County Parkway (VA Route 607) – U.S. 50 to Creighton Rd.**

Recipient Entity: The County of Loudoun

Recipient Entity/Project Manager Contact Information: Joseph Kroboth, Director

NVTA Program Coordinator Contact information: Bob Brown 703-777-0122

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



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (2C)

Basic Project Information

Submitting Agency: Loudoun County

Project Title: Loudoun County Parkway (VA Route 607) – U.S. 50 to Creighton Rd. (2C)

Project Type (check one):

Roadway (X) - Transit ()

VA State Route Number (if applicable) and NVT A Corridor Number (1-8): VA Route 607 / NVT A Corridor 2

1. **Project Description:** This project provides for the design, right-of-way acquisition and construction of Loudoun County Parkway from Creighton Road to U.S. Route 50. The project identified by Loudoun County transportation staff as a primary Tier 1 corridor, necessary for countywide connectivity and is recommended as an essential road connection to provide connectivity to the planned metro rail stations. The project will be designed as a four-lane urban major collector with a divided median in a six-lane ultimate right-of-way and associated turn lanes and shared use path.

Loudoun County Parkway (VA Route 607/VA Route 606) is a major north-south corridor that, when completed will facilitate much greater access in a large portion of the Dulles Community due primarily to an additional road connection across the Broad Run. A portion of this remaining segment is proffered to be completed in conjunction with adjacent development in the area. The segment of Loudoun County Parkway which follows the existing Route 606 alignment is planned to be widened to an eight-lane roadway; HOV operations will be considered for the final two lanes of this segment. Loudoun County Parkway (VA Route 606) currently continues south from US Route 50 to Braddock Road (VA Route 620), and is planned to be widened from its existing four lanes to a six-lane roadway. South of Braddock Road (VA Route 620), Loudoun County Parkway (VA Route 606) is planned to continue as an ultimate six-lane roadway into the Transition Policy Area and Fairfax County.

2. **Requested NVT A Funds:** \$31,000,000
3. **Phase(s) of Project Covered by Requested NVT A Funds:** Design, Right of Way Acquisition, Construction
4. **Total Cost to Complete Project:** \$51,000,000
5. **Project Milestone -Study Phase:** Start of Study - Completed
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - Completed



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

7. **Project Milestones -Final Design:** Start of Final Design - June 2015
8. **Project Milestones -Right-of-Way:** ROW acquisitions - Completed December 2014
9. **Project Milestone – Construction:** Start of Construction - April 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:** N/A
13. **Project Leverages other Funding:** (please state amount)
 - Local (☒)
 - State (☒)
 - Federal (☐)
 - Other: Proffered and NVRTA approved funding



Stated Benefits

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

In 2013 the Loudoun County Department of Transportation and Capital Infrastructure (DTCI) completed a review of the missing links in the Countywide Transportation Plan (CTP) network and prepared a priority plan for completing the missing links over the next six years. The Figure attached to this application "Tier 1 Corridors" shows the hierarchy of roadways for improving north south and east west travel through the county. Four North-South Tier 1 corridors evolved from this process: (1) Route 15, (2) the VDOT North South Corridor of Statewide Significance (CSS), which includes the Bi-County Parkway, Northstar Boulevard (VA Route 659 Relocated), and Belmont Ridge Road (VA Route 659), (3) Loudoun County Parkway (VA Route 607), and (4) Route 28. As shown in the figure, two of these corridors contained "missing links": Northstar Boulevard (south of Braddock Road to Prince William County and from US 50 to Evergreen Mills Road) and Loudoun County Parkway (south of Braddock Road and between Old Ox Road and Creighton Road). Completing these missing links in the Tier 1 Corridors has become a top priority in Loudoun County's Capital Improvement Program and supported by a significant financial investment by the County. NVTa 70% funds presents Loudoun County with an optimum opportunity to support economic growth and address increased access to the Dulles International Airport area; link growing activity centers and residential areas in eastern Loudoun County and Prince William County, and provides new access from I-95 and Prince William County to Dulles International Airport and the area surrounding the airport.

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

The benefits from improved transportation systems in the Tier 1 corridor will provide travel time savings, congestion relief, and improved overall access and mobility for all users of the transportation system.

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

N/A

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

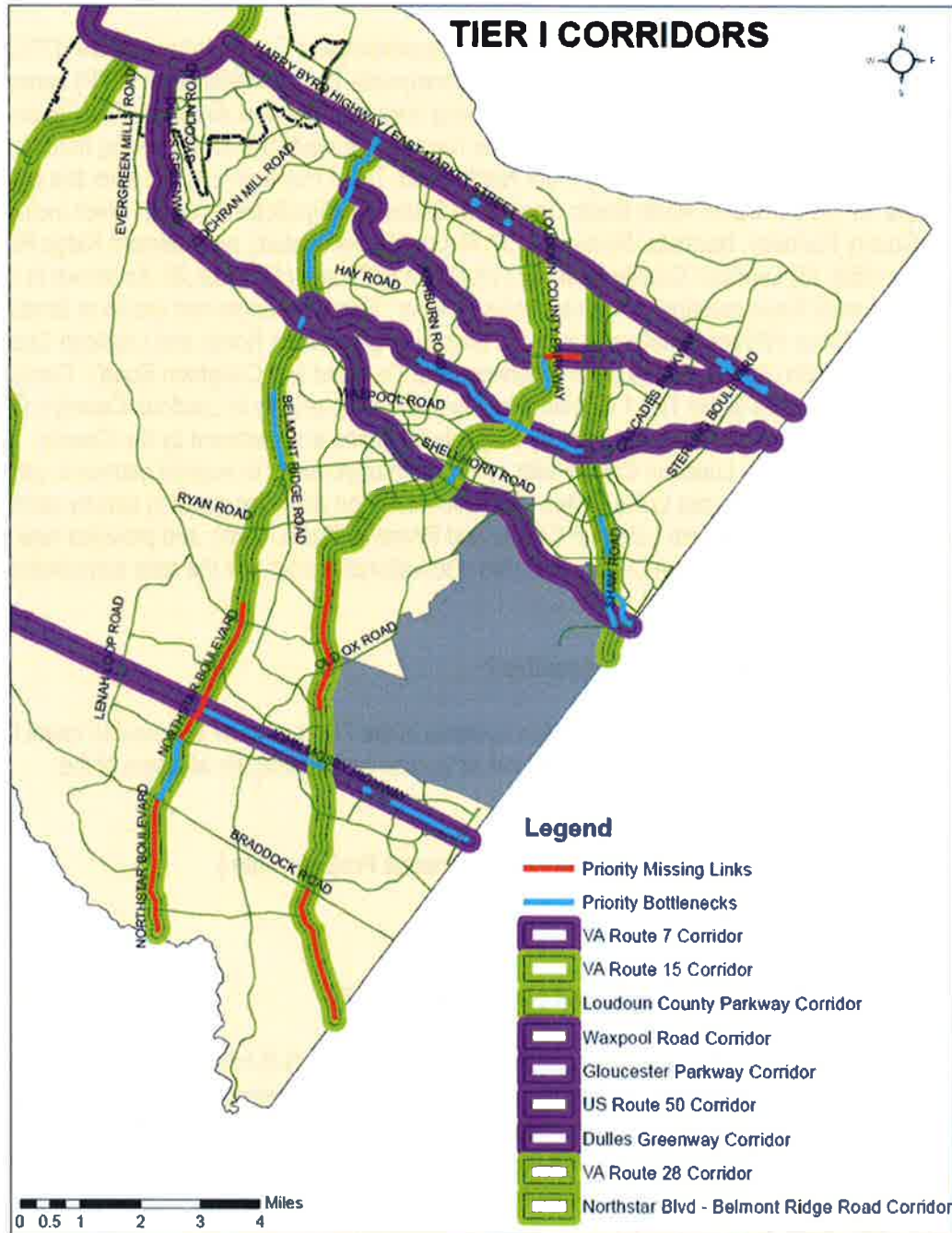
The project improves auto safety by constructing a more direct N-S route through the County which takes motorists off rural roads not designed to carry the large volumes of cars, trucks and school buses they currently have to accommodate on only one N-S corridor in this portion of the County. The project will provide additional trails and sidewalks alongside Loudoun County Parkway in accordance with the County's Countywide Transportation Plan (CTP).



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

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



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Loudoun County Parkway (VA Route 607) U.S. Route 50 to Creighto
 Recipient Entity: Loudoun County
 Project Contact Information: Bob Brown

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						
Environmental Work						
Right-of-Way Acquisition						
Construction	\$ 51,000,000.00	\$ 31,000,000.00				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 51,000,000.00	\$ 31,000,000.00	\$ -		\$ -	\$ -

FY17 NVTA \$ 20,000,000.00

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			15,166,666.67		15,833,333.33					
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 15,166,666.67	\$ -	\$ 15,833,333.33	\$ -	\$ -	\$ -	\$ -	\$ -

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Loudoun County Parkway (VA Route 607) U.S. Route 50 to Creighto
 Recipient Entity: Loudoun County
 Project Contact Information: Bob Brown

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			\$ 1,208,333.33		\$ 1,319,444.44					
August			\$ 1,208,333.33		\$ 1,319,444.44					
September			\$ 1,208,333.33		\$ 1,319,444.44					
October			\$ 1,208,333.33		\$ 1,319,444.44					
November			\$ 1,208,333.33		\$ 1,319,444.44					
December			\$ 1,208,333.33		\$ 1,319,444.44					
January			\$ 1,319,444.44		\$ 1,319,444.44					
February			\$ 1,319,444.44		\$ 1,319,444.44					
March			\$ 1,319,444.44		\$ 1,319,444.44					
April			\$ 1,319,444.44		\$ 1,319,444.44					
May			\$ 1,319,444.44		\$ 1,319,444.44					
June			\$ 1,319,444.44		\$ 1,319,444.44					
Total per Fiscal Year	\$ -	\$ -	\$ 15,166,666.67		\$ 15,833,333.33		\$ -	\$ -	\$ -	\$ -

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

Northern Virginia Transportation Authority

Signature

Signature

Title

NVTA Executive Director

Date

Title

Date

Date

Joseph Krubeth, TA

Date

Print name of person signing

Print name of person signing

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.



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, May 20, 2015 at 4:00 p.m.

IN RE: NORTHERN VIRGINIA TRANSPORTATION AUTHORITY, FY 2015 AND
FY 2016 PROJECT AWARD, STANDARD PROJECT ADMINISTRATION
AGREEMENT

Mr. Buona moved that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreements for the FY 2015 and FY 2016 project awards, and authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors.

Seconded by Mr. Williams.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Reid, Volpe, Williams and York – Yes; None – No; Supervisor Letourneau – Absent for the Vote.

A COPY TESTE:

ACTING DEPUTY CLERK FOR THE LOUDOUN
COUNTY BOARD OF SUPERVISORS

Date of Meeting: May 20, 2015

4

**BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM**

SUBJECT: Northern Virginia Transportation Authority, FY 2015
and FY 2016 Project Award, Standard Project
Agreement

ELECTION DISTRICT: Countywide

CRITICAL ACTION DATE: May 20, 2015

STAFF CONTACTS: Kathleen Leidich, Transportation & Capital Infrastructure
Joe Kroboth, III, Transportation & Capital Infrastructure
Penny Newquist, Management & Financial Resources

PURPOSE: To gain approval from the Board of Supervisors (Board) for the Standard Project Agreements (SPAs) between Loudoun County (County) and the Northern Virginia Transportation Authority (NVTa) for the FY 2015 and FY 2016 project awards.

RECOMMENDATION: Staff recommends that the Board approve the SPAs between the NVTa and the County for the design, right-of-way acquisition and construction of Loudoun County Parkway from Creighton Road to Route 50, the design and reconstruction of Belmont Ridge Road from Truro Parish Road to Croson Lane, and the purchase of four transit buses; and to authorize the County Administrator to execute the agreements on behalf of the Board.

BACKGROUND: In 2013, the General Assembly passed HB 2313 creating a designated revenue source for funding transportation projects through the NVTa. Thirty (30) percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula base method. The remaining seventy (70) percent are available for qualifying jurisdictions to compete for regional transportation projects.

Both the thirty (30) percent local and seventy (70) percent regional funds are available for distribution. The NVTa Project Implementation Working Group (PIWG) solicited applications from jurisdictions for the regional funds in January 2014 for projects for FY 2015 and FY 2016. The NVTa PIWG created a two-tier project selection process. The first tier determined project eligibility for projects included in the NVTa's TransAction 2040 plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness, and the leveraging of non-NVTa funding. On March 25, 2015, the NVTa held a

regional public information meeting for all projects proposed for funding distribution. The Loudoun County projects submitted for approval are listed below.

Loudoun County Project Requests:	FY 2015	FY 2016	Total
Loudoun County Parkway	\$ 7,000,000	\$24,000,000	\$31,000,000
Belmont Ridge Road	\$19,500,000	\$ 0	\$19,500,000
Transit buses (40' metro connector)	<u>\$ 1,860,000</u>	<u>\$ 0</u>	<u>\$ 1,860,000</u>
Total	\$28,360,000	\$24,000,000	\$52,360,000

On April 23, 2015, the NVTa Board approved the following County projects for funding:

Loudoun County Project:	FY 2015	FY 2016	Total
Loudoun County Parkway	\$ 7,000,000	\$24,000,000	\$31,000,000
Belmont Ridge Road	\$19,500,000	\$ 0	\$19,500,000
Transit buses (40' metro connector)	<u>\$ 1,860,000</u>	<u>\$ 0</u>	<u>\$ 1,860,000</u>
Total	\$28,360,000	\$24,000,000	\$52,360,000

On March 13, 2014, the NVTa Board approved the SPA template. Each project awarded funds from the NVTa must have a SPA completed and executed before the funds can be distributed. The SPA's for each of the Loudoun County projects are attached (Attachment 1). Staff is seeking approval from the Board for the SPA's and authorization for the County Administrator to execute these agreements on behalf of the Board.

The SPA stipulates the terms and conditions of each project award. More specifically, the following issues are stipulated within the SPA:

- Establishes the relationship between the NVTa and the local jurisdiction regarding the distribution of regional transportation funds for the administration, performance, and completion of the project(s);
- Requires all work to be performed in accordance with the project descriptions approved by the NVTa and all applicable federal, state and local laws;
- The local jurisdiction may not use the funds for any purpose other than those project costs that are consistent with the applicable legislation or terms of the SPA;
- The locality shall provide requests for payment containing detailed summaries of actual project costs incurred with supporting documentation and certifying all such costs were incurred in the performance of the work;
- The project funding distributions shall be on a reimbursement basis and the NVTa shall provide the reimbursement within 20 days of the locality submitting for said reimbursement;
- Reimbursements shall be made through electronic transfer;
- The NVTa Executive Director shall periodically evaluate the NVTa's cash flow estimates and that the locality shall provide accurate and timely information to the NVTa to make accurate estimates;

- Requires the locality to release or return any unexpended funds to the NVTA no more than 90 days following the final project payment;
- Requires the locality to maintain accurate financial records relative to the project;
- Requires the NVTA and its bond trustee to be named as an additional insured party to all construction contracts;
- Requires procurement to be in compliance with Virginia law;
- The roles and responsibilities of the locality and the NVTA staff including the NVTA's Program Coordinator;
- Provides the NVTA the opportunity to perform periodic project inspections and reviews; and
- Other related legal terms such as duration of agreement, dispute resolution, appropriation requirements, notices, etc.

ISSUES: The SPA has been approved by the NVTA as their template for project agreements and is not subject to modification by the local jurisdiction. Funds cannot be distributed from the NVTA until the SPA is executed by the local jurisdiction.

Town of Leesburg: The Town of Leesburg has been awarded funding for projects in FY 2015 and 2016. Although the submission for projects is coordinated between the County and the Town, once awarded funds, each jurisdiction enters into their own SPA with the NVTA. As such, there are no Town of Leesburg projects included in this item for approval of the SPA.

FISCAL IMPACT: Executed SPA's must be submitted to NVTA in order to obtain NVTA seventy (70) percent regional funds allocated to the County for FY 2015 and FY 2016. The FY 2015 and FY 2016 project awards from the NVTA to Loudoun County total \$52,360,000. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses are submitted to NVTA.

ALTERNATIVES: The Board could choose not to execute the agreements and thus forfeit the funding award.

DRAFT MOTIONS:

1. I move that the Board of Supervisors **approve** the Northern Virginia Transportation Authority's Standard Project Agreements for the FY 2015 and FY 2016 project awards, and authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors.

OR

2. I move and alternate motion.

ATTACHMENTS:

1. Standard Project Agreements for each project awarded funding from the FY 2015 and FY 2016 allocation.
2. NVTa project fact sheets distributed at the NVTa public hearing on March 25, 2015.
3. Proposed project cash flow reports.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: June 19, 2015

SUBJECT: Regional Funding Project 107-20461 (Belmont Ridge Road VA Route 659, Truro Parish Road to Croson Lane)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 107-20461.
2. **Suggested motion.** *I move approval of the proposed Standard Project 107-20461 (Belmont Ridge Road VA Route 659, Truro Parish Road to Croson Lane), 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 Loudoun County 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 107-20461

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
THE COUNTY OF LOUDOUN, VIRGINIA
(Recipient Entity)**

NVTA Project Number: Belmont Ridge Road (VA Route 659) Truro Pa

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 THE COUNTY OF LOUDOUN, 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, Loudoun 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 Loudoun County's application for funding and has approved Loudoun County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Loudoun 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 Loudoun County to finance the Project;

WHEREAS, NVTa agrees that Loudoun County will design and/or construct the Project or perform such other specific work for the Project and Loudoun 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 Loudoun 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 Loudoun 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

Loudoun 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 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 Loudoun County to advance the Project to the next phase until the current phase is completed. In any circumstance where Loudoun County seeks to advance a Project to the next phase using NVTA funds, Loudoun County 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 Loudoun 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, Loudoun County further recognizes that NVTa's reimbursement to Loudoun 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. Loudoun 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, Loudoun 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 Loudoun 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. Loudoun 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. Loudoun 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 _____ Loudoun 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 _____ Loudoun County _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ Loudoun County _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____ Loudoun 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 _____ Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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, Loudoun 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 Loudoun 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 Loudoun County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Loudoun County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Loudoun 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 Loudoun 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 Loudoun 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 Loudoun County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun County that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Loudoun 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 Loudoun 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 Loudoun 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 Loudoun County's designated representative in writing. Loudoun County will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Loudoun 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 Loudoun 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 Loudoun County of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Loudoun 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 Loudoun 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 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. Loudoun County 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 Loudoun County 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, Loudoun County 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 Loudoun County's material breach of this Agreement. If so terminated, Loudoun County shall refund to NVTAs all funds NVTAs provided to Loudoun County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Loudoun County with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Loudoun County may

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

_____ Loudoun 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 Loudoun 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, Loudoun 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 Loudoun County refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Loudoun 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 Loudoun 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 Loudoun County, to the attention of Mr. Tim Hemstreet
County Administrator
1 Harrison Street S.E., Leesburg (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

Loudoun 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.

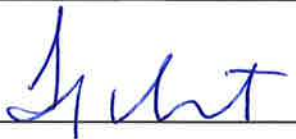
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

THE COUNTY OF LOUDOUN, VIRGINIA (Name of Recipient Entity)

By: 

Date: 6/1/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: **Belmont Ridge Road (Route 659) (Truro Parish Road to Croson Ln)**

Recipient Entity: The County of Loudoun

Recipient Entity/Project Manager Contact Information: Joseph Kroboth, Director

NVTA Program Coordinator Contact information: Bob Brown 703-777-0122

Project Scope
<p>Only Complete if Different from the Approved NVTA Project Description Sheet</p> <p>Turo should be corrected to Truro</p>

Detailed Scope of Services
<p>Only Complete if Different from the Approved NVTA Project Description Sheet</p>



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (2D)

Basic Project Information

Submitting Agency: Loudoun County

Project Title: Belmont Ridge Road (VA Route 659) - Turo Parish Road to Croson Ln (2D)

Project Type (check one):

Roadway (☒) Transit (☐)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): VA Route 659 and NVTA Corridor 2

1. **Project Description:** This project was one of the unfunded projects previously submitted by Loudoun County for FY 2014 funding. This project provides funding to design and reconstruct Belmont Ridge Road from Truro Parish Road to Croson Lane, increasing the overall capacity of Belmont Ridge Road. The road will be widened from a substandard two-lane rural section to a four-lane arterial standard with the appropriate auxiliary turn lanes and signalization. The project is a regional north-south corridor connection and is significant as it is identified as a segment of the North/South Corridor of Statewide Significance (CoSS).
2. **Requested NVTA Funds:** \$19,500,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Design, Construction
4. **Total Cost to Complete Project:** \$35,863,000
5. **Project Milestone -Study Phase:** Start of Study – N/A
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE – N/A/
7. **Project Milestones -Final Design:** Start of Final Design - April 2014
8. **Project Milestones -Right-of-Way:** ROW acquisitions - Completed
9. **Project Milestone – Construction:** Start of Construction - July 2017
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction- N/A
11. **Is Project in Transaction 2040:**
Yes (☒) No (☐)

1 **Belmont Ridge Road (VA Route 659) - Turo Parish Road to Croson Ln (2D)**



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 (☒)
- State (☐)
- Federal (☐)
- Other: Proffered and NVTA approved funding



Stated Benefits

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

Belmont Ridge Road (VA Route 659) is a critical north-south corridor along the western boundary of the Ashburn Community. Currently, Belmont Ridge Road (VA Route 659) is largely a two-lane rural road from VA Route 7 south to the future intersection with Croson Lane (VA Route 645), just north of the Brambleton development.

Two small segments of four-lane divided roadway corridor have been constructed just north and south of the Dulles Greenway (VA Route 267) interchange in conjunction with adjacent developments. The segment from VA Route 7 to Gloucester Parkway will be under construction in 2014 and from Gloucester Parkway to Hay Road in 2016. The project is significant as it is a segment of the State identified North/South Corridor of Statewide Significance. This project also provides direct access to the Greenway relieving traffic from Route 7 going into the Tyson's area.

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

The widening from 2 to 4 lanes will reduce congestion for both commuters and school related traffic as Belmont Ridge Road is a primary route for both types of trips. The widening will also help relieve congestion at the intersections along the corridor and improve the operation and safety of the corridor. The operations of several intersections are hampered due to the volume of heavy trucks and the gradient, particularly at Route 7. Traffic has increased from about 1400 vehicles per day (vpd) in 1995 to almost 13,000 vpd in 2011. Traffic is projected to double by 2032 with up to 11% of the traffic in the form of heavy trucks. The project addresses current and future traffic volumes and ongoing developments along the corridor.

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

N/A

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

The project provides mixed-use trails and sidewalks alongside Belmont Ridge in accordance with the County's Countywide Transportation Plan (CTP). The trails will connect with the grade separated W O&D Regional Trail being constructed in another segment on Belmont Ridge Road. The project upgrades a rural sub-standard two-lane roadway to modern safety standards.

- **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

Northern Virginia North-South Corridor Master Plan



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Belmont Ridge Road - Truro Parish to Croson
 Recipient Entity: Loudoun County
 Project Contact Information: Bob Brown

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	\$ 1,080,000.00	\$ -	\$ -	GO Bonds	\$ 1,080,000.00	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 1,283,000.00			Cash Proffers	\$ 1,283,000.00	
Construction	\$ 34,100,000.00	\$ 19,500,000.00		Local Tax Funding	\$ 14,600,000.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 36,463,000.00	\$ 19,500,000.00	\$ -		\$ 16,963,000.00	\$ -

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					12,700,000.00		6,800,000,000.00			
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ 12,700,000.00	\$ -	\$ 6,800,000,000.00	\$ -	\$ -	\$ -

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Belmont Ridge Road - Truro Parish to Croston
 Recipient Entity: Loudoun County
 Project Contact Information: Bob Brown

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					\$ 975,000.00		\$ 1,100,000.00			
August					\$ 975,000.00		\$ 1,100,000.00			
September					\$ 975,000.00		\$ 1,100,000.00			
October					\$ 975,000.00		\$ 1,100,000.00			
November					\$ 1,100,000.00		\$ 600,000.00			
December					\$ 1,100,000.00		\$ 600,000.00			
January					\$ 1,100,000.00		\$ 600,000.00			
February					\$ 1,100,000.00		\$ 600,000.00			
March					\$ 1,100,000.00					
April					\$ 1,100,000.00					
May					\$ 1,100,000.00					
June					\$ 1,100,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ -		\$ 12,700,000.00		\$ 6,800,000.00		\$ -	\$ -

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

Title

Date

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

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.



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, May 20, 2015 at 4:00 p.m.

**IN RE: NORTHERN VIRGINIA TRANSPORTATION AUTHORITY, FY 2015 AND
FY 2016 PROJECT AWARD, STANDARD PROJECT ADMINISTRATION
AGREEMENT**

Mr. Buona moved that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreements for the FY 2015 and FY 2016 project awards, and authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors.

Seconded by Mr. Williams.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Reid, Volpe, Williams and York – Yes; None – No; Supervisor Letourneau – Absent for the Vote.

A COPY TESTE:

ACTING DEPUTY CLERK FOR THE LOUDOUN
COUNTY BOARD OF SUPERVISORS

Date of Meeting: May 20, 2015

4

**BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM**

SUBJECT: Northern Virginia Transportation Authority, FY 2015
and FY 2016 Project Award, Standard Project
Agreement

ELECTION DISTRICT: Countywide

CRITICAL ACTION DATE: May 20, 2015

STAFF CONTACTS: Kathleen Leidich, Transportation & Capital Infrastructure
Joe Kroboth, III, Transportation & Capital Infrastructure
Penny Newquist, Management & Financial Resources

PURPOSE: To gain approval from the Board of Supervisors (Board) for the Standard Project Agreements (SPAs) between Loudoun County (County) and the Northern Virginia Transportation Authority (NVTA) for the FY 2015 and FY 2016 project awards.

RECOMMENDATION: Staff recommends that the Board approve the SPAs between the NVTA and the County for the design, right-of-way acquisition and construction of Loudoun County Parkway from Creighton Road to Route 50, the design and reconstruction of Belmont Ridge Road from Truro Parish Road to Croson Lane, and the purchase of four transit buses; and to authorize the County Administrator to execute the agreements on behalf of the Board.

BACKGROUND: In 2013, the General Assembly passed HB 2313 creating a designated revenue source for funding transportation projects through the NVTA. Thirty (30) percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula base method. The remaining seventy (70) percent are available for qualifying jurisdictions to compete for regional transportation projects.

Both the thirty (30) percent local and seventy (70) percent regional funds are available for distribution. The NVTA Project Implementation Working Group (PIWG) solicited applications from jurisdictions for the regional funds in January 2014 for projects for FY 2015 and FY 2016. The NVTA PIWG created a two-tier project selection process. The first tier determined project eligibility for projects included in the NVTA's TransAction 2040 plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness, and the leveraging of non-NVTA funding. On March 25, 2015, the NVTA held a

regional public information meeting for all projects proposed for funding distribution. The Loudoun County projects submitted for approval are listed below.

Loudoun County Project Requests:	FY 2015	FY 2016	Total
Loudoun County Parkway	\$ 7,000,000	\$24,000,000	\$31,000,000
Belmont Ridge Road	\$19,500,000	\$ 0	\$19,500,000
Transit buses (40' metro connector)	<u>\$ 1,860,000</u>	<u>\$ 0</u>	<u>\$ 1,860,000</u>
Total	\$28,360,000	\$24,000,000	\$52,360,000

On April 23, 2015, the NVTB Board approved the following County projects for funding:

Loudoun County Project:	FY 2015	FY 2016	Total
Loudoun County Parkway	\$ 7,000,000	\$24,000,000	\$31,000,000
Belmont Ridge Road	\$19,500,000	\$ 0	\$19,500,000
Transit buses (40' metro connector)	<u>\$ 1,860,000</u>	<u>\$ 0</u>	<u>\$ 1,860,000</u>
Total	\$28,360,000	\$24,000,000	\$52,360,000

On March 13, 2014, the NVTB Board approved the SPA template. Each project awarded funds from the NVTB must have a SPA completed and executed before the funds can be distributed. The SPA's for each of the Loudoun County projects are attached (Attachment 1). Staff is seeking approval from the Board for the SPA's and authorization for the County Administrator to execute these agreements on behalf of the Board.

The SPA stipulates the terms and conditions of each project award. More specifically, the following issues are stipulated within the SPA:

- Establishes the relationship between the NVTB and the local jurisdiction regarding the distribution of regional transportation funds for the administration, performance, and completion of the project(s);
- Requires all work to be performed in accordance with the project descriptions approved by the NVTB and all applicable federal, state and local laws;
- The local jurisdiction may not use the funds for any purpose other than those project costs that are consistent with the applicable legislation or terms of the SPA;
- The locality shall provide requests for payment containing detailed summaries of actual project costs incurred with supporting documentation and certifying all such costs were incurred in the performance of the work;
- The project funding distributions shall be on a reimbursement basis and the NVTB shall provide the reimbursement within 20 days of the locality submitting for said reimbursement;
- Reimbursements shall be made through electronic transfer;
- The NVTB Executive Director shall periodically evaluate the NVTB's cash flow estimates and that the locality shall provide accurate and timely information to the NVTB to make accurate estimates;

- Requires the locality to release or return any unexpended funds to the NVTa no more than 90 days following the final project payment;
- Requires the locality to maintain accurate financial records relative to the project;
- Requires the NVTa and its bond trustee to be named as an additional insured party to all construction contracts;
- Requires procurement to be in compliance with Virginia law;
- The roles and responsibilities of the locality and the NVTa staff including the NVTa's Program Coordinator;
- Provides the NVTa the opportunity to perform periodic project inspections and reviews; and
- Other related legal terms such as duration of agreement, dispute resolution, appropriation requirements, notices, etc.

ISSUES: The SPA has been approved by the NVTa as their template for project agreements and is not subject to modification by the local jurisdiction. Funds cannot be distributed from the NVTa until the SPA is executed by the local jurisdiction.

Town of Leesburg: The Town of Leesburg has been awarded funding for projects in FY 2015 and 2016. Although the submission for projects is coordinated between the County and the Town, once awarded funds, each jurisdiction enters into their own SPA with the NVTa. As such, there are no Town of Leesburg projects included in this item for approval of the SPA.

FISCAL IMPACT: Executed SPA's must be submitted to NVTa in order to obtain NVTa seventy (70) percent regional funds allocated to the County for FY 2015 and FY 2016. The FY 2015 and FY 2016 project awards from the NVTa to Loudoun County total \$52,360,000. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses are submitted to NVTa.

ALTERNATIVES: The Board could choose not to execute the agreements and thus forfeit the funding award.

DRAFT MOTIONS:

1. I move that the Board of Supervisors **approve** the Northern Virginia Transportation Authority's Standard Project Agreements for the FY 2015 and FY 2016 project awards, and authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors.

OR

2. I move and alternate motion.

ATTACHMENTS:

1. Standard Project Agreements for each project awarded funding from the FY 2015 and FY 2016 allocation.
2. NVTa project fact sheets distributed at the NVTa public hearing on March 25, 2015.
3. Proposed project cash flow reports.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: June 19, 2015

SUBJECT: Regional Funding Project 107-10611 (Acquisition of 4 Transit Buses)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 107-10611.
2. **Suggested motion.** *I move approval of the proposed Standard Project 107-10611 (Acquisition of 4 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 Loudoun County 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 107-10611

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
THE COUNTY OF LOUDOUN, VIRGINIA
(Recipient Entity)**

NVTA Project Number: Loudoun County Transit Buses (4)

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 THE COUNTY OF LOUDOUN, 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, Loudoun 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 Loudoun County's application for funding and has approved Loudoun County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Loudoun 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 Loudoun County to finance the Project;

WHEREAS, NVTa agrees that Loudoun County will design and/or construct the Project or perform such other specific work for the Project and Loudoun 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 Loudoun 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 Loudoun 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

Loudoun 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 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 Loudoun County to advance the Project to the next phase until the current phase is completed. In any circumstance where Loudoun County seeks to advance a Project to the next phase using NVTA funds, Loudoun County 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 Loudoun 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, Loudoun County further recognizes that NVTa's reimbursement to Loudoun 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. Loudoun 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, Loudoun 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 Loudoun 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. Loudoun 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. Loudoun 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 Loudoun 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 Loudoun County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Loudoun County shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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 Loudoun 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, Loudoun 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 Loudoun 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 Loudoun County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Loudoun County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Loudoun 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 Loudoun 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 Loudoun 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 Loudoun County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Loudoun 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 _____ Loudoun 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 _____ Loudoun 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 _____ Loudoun 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 _____ Loudoun 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 _____ Loudoun County _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all Loudoun 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 Loudoun 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 Loudoun 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 Loudoun County's designated representative in writing. Loudoun County will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Loudoun 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 Loudoun 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 Loudoun County of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Loudoun 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 Loudoun 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 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. Loudoun County 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 Loudoun County 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, Loudoun County 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 Loudoun County's material breach of this Agreement. If so terminated, Loudoun County shall refund to NVTAs all funds NVTAs provided to Loudoun County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Loudoun County with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Loudoun County may

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

_____ Loudoun 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 Loudoun 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, Loudoun 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 Loudoun County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Loudoun 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 Loudoun 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 Loudoun County, to the attention of Mr. Tim Hemstreet
County Administrator
1 Harrison Street S.E., Leesburg (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

Loudoun 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: _____

THE COUNTY OF LOUDOUN, VIRGINIA (Name of Recipient Entity)

By: *[Signature]*

Date: 6/1/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: **1. Transit Buses (4)**

Recipient Entity: The County of Loudoun

Recipient Entity/Project Manager Contact Information: Joseph Kroboth, Director

NVTA Program Coordinator Contact information: Bob Brown 703-777-0122

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



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (1R)

Basic Project Information

Submitting Agency: Loudoun County

Project Title: Acquisition of Buses (1R)

Project Type (check one):

Roadway () Transit (X)

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

1. **Project Description:** Add additional bus capacity in peak commuter periods to connect new park and ride lots in Loudoun County to the Silver Line of Metro. In FY2015, park and ride lot projects will be completed in the rapidly growing areas of Dulles South, Dulles Town Center, and the Ashburn area. Additional buses will be required to serve these lots and provide the frequency and capacity to meet the demand for connecting transit service to the Silver Line Metrorail stations.
2. **Requested NVTA Funds:** \$1,860,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Acquisition of four transit buses.
4. **Total Cost to Complete Project:** \$1,860,000 (New supporting Park and Ride lots are funded from other sources.)
5. **Project Milestone -Study Phase:** Start of Study - Completed
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - Completed
7. **Project Milestones -Final Design:** Start of Final Design N/A
8. **Project Milestones -Right-of-Way:** ROW acquisitions – Completed
9. **Project Milestone – Construction:** Start of Construction – N/A
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Summer 2015
11. **Is Project in Transaction 2040:**
Yes (X) No ()
12. **Project in 2010 CLRP:** N/A



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

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

- Local ()
- State ()
- Federal ()
- Other: Proffered and NVTA approved funding

Stated Benefits

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

By removing single occupancy vehicles from already congested corridors, vehicle throughput is improved and air quality is improved.

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

This project removes single occupancy vehicles during peak travel times from the highly congested corridors of Route 50, Route 606, Route 28 and the Dulles Toll Road by offering a transit alternative to access the Silver Line of the Metrorail system.

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

An additional bus provides more passenger capacity, and allows additional park and ride lots to be opened in Loudoun County. And, additional buses provide improved frequency of service, which decreases the wait time and make the transit option more attractive as a commuting choice.

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

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Acquisition of Transit Buses (4)
 Recipient Entity: Loudoun County
 Project Contact Information: Bob Brown

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						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions	\$ 1,860,000.00	\$ 1,860,000.00				
Other						
Total Estimated Cost	\$ 1,860,000.00	\$ 1,860,000.00	\$ -	\$ -	\$ -	\$ -

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										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions			1,860,000.00							
Other										
Total Estimated Cost	\$ -	\$ -	\$ 1,860,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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										
October										
November										
December			\$ 1,860,000.00							
January										
February										
March										
April										
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ 1,860,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

DIRECTOR

Title

06-02-2015

Date

Joseph Krabeth III

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

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.



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, May 20, 2015 at 4:00 p.m.


IN RE: NORTHERN VIRGINIA TRANSPORTATION AUTHORITY, FY 2015 AND
FY 2016 PROJECT AWARD, STANDARD PROJECT ADMINISTRATION
AGREEMENT

Mr. Buona moved that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreements for the FY 2015 and FY 2016 project awards, and authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors.

Seconded by Mr. Williams.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Reid, Volpe, Williams and York – Yes; None – No; Supervisor Letourneau – Absent for the Vote.

A COPY TESTE:



ACTING DEPUTY CLERK FOR THE LOUDOUN
COUNTY BOARD OF SUPERVISORS

Date of Meeting: May 20, 2015

4

**BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM**

SUBJECT: **Northern Virginia Transportation Authority, FY 2015
and FY 2016 Project Award, Standard Project
Agreement**

ELECTION DISTRICT: Countywide

CRITICAL ACTION DATE: May 20, 2015

STAFF CONTACTS: Kathleen Leidich, Transportation & Capital Infrastructure
Joe Kroboth, III, Transportation & Capital Infrastructure
Penny Newquist, Management & Financial Resources

PURPOSE: To gain approval from the Board of Supervisors (Board) for the Standard Project Agreements (SPAs) between Loudoun County (County) and the Northern Virginia Transportation Authority (NVTa) for the FY 2015 and FY 2016 project awards.

RECOMMENDATION: Staff recommends that the Board approve the SPAs between the NVTa and the County for the design, right-of-way acquisition and construction of Loudoun County Parkway from Creighton Road to Route 50, the design and reconstruction of Belmont Ridge Road from Truro Parish Road to Croson Lane, and the purchase of four transit buses; and to authorize the County Administrator to execute the agreements on behalf of the Board.

BACKGROUND: In 2013, the General Assembly passed HB 2313 creating a designated revenue source for funding transportation projects through the NVTa. Thirty (30) percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula base method. The remaining seventy (70) percent are available for qualifying jurisdictions to compete for regional transportation projects.

Both the thirty (30) percent local and seventy (70) percent regional funds are available for distribution. The NVTa Project Implementation Working Group (PIWG) solicited applications from jurisdictions for the regional funds in January 2014 for projects for FY 2015 and FY 2016. The NVTa PIWG created a two-tier project selection process. The first tier determined project eligibility for projects included in the NVTa's TransAction 2040 plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness, and the leveraging of non-NVTa funding. On March 25, 2015, the NVTa held a

regional public information meeting for all projects proposed for funding distribution. The Loudoun County projects submitted for approval are listed below.

Loudoun County Project Requests:	FY 2015	FY 2016	Total
Loudoun County Parkway	\$ 7,000,000	\$24,000,000	\$31,000,000
Belmont Ridge Road	\$19,500,000	\$ 0	\$19,500,000
Transit buses (40' metro connector)	<u>\$ 1,860,000</u>	<u>\$ 0</u>	<u>\$ 1,860,000</u>
Total	\$28,360,000	\$24,000,000	\$52,360,000

On April 23, 2015, the NVTa Board approved the following County projects for funding:

Loudoun County Project:	FY 2015	FY 2016	Total
Loudoun County Parkway	\$ 7,000,000	\$24,000,000	\$31,000,000
Belmont Ridge Road	\$19,500,000	\$ 0	\$19,500,000
Transit buses (40' metro connector)	<u>\$ 1,860,000</u>	<u>\$ 0</u>	<u>\$ 1,860,000</u>
Total	\$28,360,000	\$24,000,000	\$52,360,000

On March 13, 2014, the NVTa Board approved the SPA template. Each project awarded funds from the NVTa must have a SPA completed and executed before the funds can be distributed. The SPA's for each of the Loudoun County projects are attached (Attachment 1). Staff is seeking approval from the Board for the SPA's and authorization for the County Administrator to execute these agreements on behalf of the Board.

The SPA stipulates the terms and conditions of each project award. More specifically, the following issues are stipulated within the SPA:

- Establishes the relationship between the NVTa and the local jurisdiction regarding the distribution of regional transportation funds for the administration, performance, and completion of the project(s);
- Requires all work to be performed in accordance with the project descriptions approved by the NVTa and all applicable federal, state and local laws;
- The local jurisdiction may not use the funds for any purpose other than those project costs that are consistent with the applicable legislation or terms of the SPA;
- The locality shall provide requests for payment containing detailed summaries of actual project costs incurred with supporting documentation and certifying all such costs were incurred in the performance of the work;
- The project funding distributions shall be on a reimbursement basis and the NVTa shall provide the reimbursement within 20 days of the locality submitting for said reimbursement;
- Reimbursements shall be made through electronic transfer;
- The NVTa Executive Director shall periodically evaluate the NVTa's cash flow estimates and that the locality shall provide accurate and timely information to the NVTa to make accurate estimates;

- Requires the locality to release or return any unexpended funds to the NVTA no more than 90 days following the final project payment;
- Requires the locality to maintain accurate financial records relative to the project;
- Requires the NVTA and its bond trustee to be named as an additional insured party to all construction contracts;
- Requires procurement to be in compliance with Virginia law;
- The roles and responsibilities of the locality and the NVTA staff including the NVTA's Program Coordinator;
- Provides the NVTA the opportunity to perform periodic project inspections and reviews; and
- Other related legal terms such as duration of agreement, dispute resolution, appropriation requirements, notices, etc.

ISSUES: The SPA has been approved by the NVTA as their template for project agreements and is not subject to modification by the local jurisdiction. Funds cannot be distributed from the NVTA until the SPA is executed by the local jurisdiction.

Town of Leesburg: The Town of Leesburg has been awarded funding for projects in FY 2015 and 2016. Although the submission for projects is coordinated between the County and the Town, once awarded funds, each jurisdiction enters into their own SPA with the NVTA. As such, there are no Town of Leesburg projects included in this item for approval of the SPA.

FISCAL IMPACT: Executed SPA's must be submitted to NVTA in order to obtain NVTA seventy (70) percent regional funds allocated to the County for FY 2015 and FY 2016. The FY 2015 and FY 2016 project awards from the NVTA to Loudoun County total \$52,360,000. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses are submitted to NVTA.

ALTERNATIVES: The Board could choose not to execute the agreements and thus forfeit the funding award.

DRAFT MOTIONS:

1. I move that the Board of Supervisors **approve** the Northern Virginia Transportation Authority's Standard Project Agreements for the FY 2015 and FY 2016 project awards, and authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors.

OR

2. I move and alternate motion.

ATTACHMENTS:

1. Standard Project Agreements for each project awarded funding from the FY 2015 and FY 2016 allocation.
2. NVTA project fact sheets distributed at the NVTA public hearing on March 25, 2015.
3. Proposed project cash flow reports.



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, May 20, 2015 at 4:00 p.m.


IN RE: CONTRACT AWARD/FOUR TRANSIT BUSES

Mr. Buona moved the recommendation of the Finance/Government Services and Operations Committee that the Board of Supervisors amend the FY 2015 Capital Improvement Program and budget; authorize staff to execute a budget adjustment to appropriate \$1,860,000 in FY 2015 Northern Virginia Transportation Authority 70 percent Regional Funds in the Transportation District Fund; transfer that amount to the Capital Fund; and authorize the Purchasing Agent to award a contract for the purchase of four (4) transit buses to Gillig, LLC in an amount not to exceed \$1,860,000.

Seconded by Mr. Williams.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Reid, Volpe, Williams and York – Yes; None – No; Supervisor Letourneau – Absent for the Vote.

A COPY TESTE:



ACTING DEPUTY CLERK FOR THE LOUDOUN
COUNTY BOARD OF SUPERVISORS

Date of Meeting: May 20, 2015

14f

**BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM**

SUBJECT: FINANCE/GOVERNMENT SERVICES & OPERATIONS
COMMITTEE REPORT: CONTRACT AWARD/Four
Transit Buses

ELECTION DISTRICT: Countywide

CRITICAL ACTION DATE: May 20, 2015

STAFF CONTACTS: Joe Kroboth, Transportation & Capital Infrastructure
Penny Newquist, Management & Financial Services
Philip Butterfass, Management & Financial Services

PURPOSE: To amend the FY 2015 Capital Improvement Program (CIP) budget to purchase four (4) Gillig transit buses utilizing FY 2015 Northern Virginia Transportation Authority (NVT) 70 percent Regional Funds.

RECOMMENDATIONS:

Committee: On May 12, 2015, the Finance/Government Services and Operations Committee (FGSOC) voted 4-0-1 (Reid, absent) to recommend to the Board of Supervisors (Board) that the FY 2015 CIP budget be amended (increased) in the amount of \$1,860,000 and the Purchasing Agent be authorized to award a contract for the purchase of four (4) transit buses to Gillig, LLC in an amount not to exceed \$1,860,000.

Staff: Staff concurs with the Committee's recommendation.

BACKGROUND: On September 23, 2010, Invitation for Bid (IFB) #E194-17-1 was issued by the Commonwealth of Virginia, Department of Rail and Public Transportation for the procurement of transit buses on behalf of Virginia State Agencies, Institutions of Higher Education, Public Bodies and Authorities of the Commonwealth of Virginia. As a result of the IFB, Contract No. E194-1267 was awarded to Gillig, LLC. The pricing in the Commonwealth's contract is effective until June 30, 2015. There is one more renewal available on the Commonwealth contract. The County is able to use this contract and is requesting authorization to purchase four buses.

These four new transit buses will provide connection from park-and-ride lots and employer worksites in Loudoun County to Silver Line Metrorail Stations in Fairfax County beginning approximately in the winter of 2016. Currently, the County provides Commuter bus services through a contract with a transportation provider, Transdev. Under this contractual arrangement,

the contractor operates and maintains a County-owned fleet of 60 buses. For fiscal year 2015, total passenger trips are projected to be 1,400,000.

ISSUES: Timely authorization to order the buses is needed to ensure that these buses can be ordered under the current contract and be manufactured, delivered and available for service by winter of 2016 or early 2017. Following delivery of the buses, staff requires approximately 30-60 days to prepare the vehicles for service.

At the May 12, 2015 FGSOC Meeting, Committee members discussed possibilities to shorten the timeline of bus manufacture. Staff indicated that 18 months is typical for this kind of bus; however, orders of a large magnitude may get preference and could be completed more quickly. The Committee requested staff to investigate what types of buses other jurisdictions acquire and whether there is an opportunity to place a joint order that could result in a quicker delivery schedule. Staff is investigating this information request and will update the Board at the meeting or at the Transit Summit. Staff continues to note that timely approval of this contract is important due to the end of the current contract period with Gillig.

The County has considered researching options for purchasing a different make and model of transit bus, but there are consequences with such a change. Although the delivery for those buses may be a few months less than with the current vendor, fleet consistency would be broken. An inconsistent bus fleet may result in the following: a potential maintenance company rate increase due to the additional storage of parts for multiple makes of buses; and the additional training for both maintenance personnel and for drivers. Transdev Services, Inc. may also seek an increase in their rates since their staff would have to drive near the airport, or another appropriate location for CNG fuel access rather than driving from the County's Maintenance and Operations Facility to the School Maintenance facility.

Deferring the Purchase: At the March 18, 2015 Business Meeting the Board directed staff (8-0-1, Williams absent) to initiate a study on the implementation of compressed natural gas (CNG) vehicles for the County. The study is under development under the direction of the Department of General Services, with input being offered from the Department of Transportation and Capital Infrastructure. The Board could decide to defer this acquisition if it wished these buses to be considered in the CNG study; however, staff recommends against any deferral. Service demand indicates the need to place the buses in service at the earliest possible time. Deferring could delay the buses from entering service by eight to twelve months to allow time to complete the CNG study and develop the vehicle specifications for procurement, if any changes are recommended.

If the Board decides to direct staff to purchase CNG buses, the County would have to find a suitable a cooperative procurement contract for these type buses. Presently the County cooperatively procures from the Commonwealth of Virginia's bus contract. However, the State Contract does not have CNG as an option. Additionally, the Board should consider the approximate \$50,000 increased cost for the prototypical CNG model of the same bus. With available resources for this procurement, the County would only be able to purchase three buses with the same funds.

FISCAL IMPACT: The NVRTA Board awarded the County \$1,860,000 in NVRTA 70 percent Regional Funds on April 23, 2015 for the acquisition of four transit buses (Attachment 1). The FY 2015 CIP budget must be amended (increased) in the amount of \$1,860,000 to appropriate the award of the NVRTA 70 percent Regional Funding to the County. Staff will execute a budget adjustment to appropriate these funds in the Transportation District Fund and transfer those funds to the Capital Fund to acquire the four transit buses.

Funding Source	Amount	Share
2015 NVRTA 70% Regional Funding	\$1,860,000	100%
TOTAL	\$1,860,000	100%

The approximate purchase price, including the required equipment is \$464,000 per bus. The estimated annual operating and maintenance expense for these four transit buses is \$360,000 to begin in FY 2017. Commuter bus operations are funded through a combination of fare box revenue, state operating assistance, advertising revenue, and supplemented by gas tax funds. A funding request for additional gas tax funds or local tax funding; depending on the availability of gas tax funds, will be submitted as part of the FY 2017 budget process for any operating expenses exceeding the estimated amount of fare box revenue, state operating assistance and advertising funds.

ALTERNATIVES:

1. Authorize the Purchasing Agent to award a contract for the purchase of four transit buses to Gillig, LLC in an amount not to exceed \$1,860,000.
2. Do not authorize the contract award and direct staff how to proceed.

DRAFT MOTIONS:

1. I move the recommendation of the Finance/Government Services and Operations Committee that the Board of Supervisors amend the FY 2015 Capital Improvement Program and budget; authorize staff to execute a budget adjustment to appropriate \$1,860,000 in FY 2015 Northern Virginia Transportation Authority 70 percent Regional Funds in the Transportation District Fund; transfer that amount to the Capital Fund; and authorize the Purchasing Agent to award a contract for the purchase of four (4) transit buses to Gillig, LLC in an amount not to exceed \$1,860,000.

OR

2. I move an alternate motion.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: June 17, 2015

SUBJECT: Regional Funding Project 013-90381 (Glebe Road Corridor Intelligent Transportation System (ITS) Improvements)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-90381.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-90381 (Glebe Road Corridor Intelligent Transportation System (ITS) 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 Arlington County 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 013-90381

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Arlington County, 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 _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and _____
Arlington County, 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 benefiting 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, Arlington County, Virginia 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 Arlington County, Virginia 's application for funding and has approved Arlington County, Virginia 's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Arlington County, Virginia, 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 Arlington County, Virginia to finance the Project;

WHEREAS, NVTAFund agrees that Arlington County, Virginia will design and/or construct the Project or perform such other specific work for the Project and Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia '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

Arlington County, Virginia 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 NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to Arlington County, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where Arlington County, Virginia seeks to advance a Project to the next phase using NVT A funds, Arlington County, Virginia shall submit a written request to NVT A's Executive Director explaining the need for NVT A's funding of an advanced phase. NVT A's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVT A's current and projected cash flow position and make a recommendation to NVT A whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Arlington County, Virginia 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, Arlington County, Virginia further recognizes that NVTA's reimbursement to Arlington County, Virginia 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. Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia.
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. Arlington County, Virginia 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. Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Arlington County, Virginia shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia; 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 Arlington County, Virginia 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 Arlington County, Virginia'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 Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia.

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 Arlington County, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Arlington County, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia . 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 Arlington County, Virginia 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 Arlington County, Virginia that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all Arlington County, Virginia '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 Arlington County, Virginia '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 Arlington County, Virginia 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 Arlington County, Virginia 's designated representative in writing. Arlington County, Virginia will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Arlington County, Virginia '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 Arlington County, Virginia 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 Arlington County, Virginia of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Arlington County, Virginia . 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 Arlington County, Virginia 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. Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia's material breach of this Agreement. If so terminated, Arlington County, Virginia shall refund to NVTAs all funds NVTAs provided to Arlington County, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington County, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Arlington County, Virginia may

request that NVTa excuse Arlington County, Virginia from refunding all funds NVTa provided to Arlington County, Virginia for the Project based upon Arlington County, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Arlington County, Virginia from refunding all or a portion of the funds NVTa provided to Arlington County, Virginia for the Project. No such request to be excused from refunding will be allowed where Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia'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 Arlington County, Virginia'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

Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Arlington County, Virginia 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 Arlington County, Virginia.

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 Arlington County, Virginia, to the attention of County Manager
2100 Clarendon Blvd, Suite 302
Arlington, VA22201 (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

Arlington County, Virginia 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: _____

Arlington County, Virginia

(Name of Recipient Entity)

By: 

Date: 6/18/15



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (9F)

Basic Project Information

Submitting Agency: Arlington County

Project Title: Glebe Road Corridor Intelligent Transportation Systems (9F)

Project Type (*check one*):

Roadway (X) Transit ()

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): Route 120, NVTA Corridor 9

1. **Project Description:** The Intelligent Transportation System (ITS) and Adaptive Traffic Control System program are adaptive responsive traffic control system(s) that help monitor real time traffic conditions, including volume, speeds, delays and queues. The system automatically optimizes the traffic signal timings depending upon the real time traffic situations. The system also helps monitor and adjust the operation of traffic signals during emergency situations and facilitates the smooth operation of evacuation routes. The system reduces the delay timings and facilitates safe crossing of pedestrians at the intersections. Overall it helps reduce greenhouse gas emissions and improve safety on the County roadways including pedestrian and bicycle traffic.

The system includes hardware and software for real time traffic data collection, Forward Looking Infra Red (FLIR) traffic detection, 3D pedestrian and bike detection for safe crossings, interactive audible ADA accessible pedestrian crossings, CCTVs for traffic monitoring and operation, backup power supply information systems, queue detections, dynamic message signs for real time travel information and amber alerts, emergency and transit vehicle operations. The application of ITS and adaptive responsive traffic signal systems become is due to newly installed County Fiber (backbone) based communication system.

2. **Requested NVTA Funds:** \$2 million
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Design and construction
4. **Total Cost to Complete Project:** \$2 million
5. **Project Milestone -Study Phase:** Start of Study - Complete
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE July 2016
7. **Project Milestones -Final Design:** Start of Final Design - January 2017



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - N/A
9. **Project Milestone – Construction:** Start of Construction - June 2017
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 (X)
 - State ()
 - Federal ()
 - Other:



Stated Benefits

- **What Regional benefit(s) does this project offer?**
 - Reduction in travel time – Minimum 13% reductions in travel time is expected
 - Saving in fuel consumption – Average annual fuel savings per signal 8,395 gallons
 - Average annual savings per signal at \$30K
 - Corresponding savings in pollutant emissions
 - Improved transit operation will result in decreased traffic volume on Glebe Road
 - Reduced congestion resulting in safety benefits
 - Improved pedestrian / bike safety and operation
 - Improved reliability of the system
 - Improved emergency operation of the system
 - Facilitate emergency evacuations
 - Greatly facilitate the operation of traffic on connected corridors; Route 123, 29, 50, 244 and Route 1
 - Incident management – improved response time
- **How does the project reduce congestion?**

The system will be fully adaptive and responsive to real time traffic situations. The system will reduce the wastage of green band and will assign green times based on actual demand patterns in the field. In order to reduce congestion the adaptive system will be capable of automatically implementing following traffic signal timing strategies:

 - Yield time
 - Dynamic max
 - Coord adaptive split
 - Virtual split
- **How does project increase capacity? (Mass Transit Projects only)**

N/A
- **How does project improve auto and pedestrian safety?**
 - Safety is improved by reduction in congestion and travel times, by improving the level of service
 - By providing transit priority and queue jumps at selected locations
 - By providing advance travel information to the pedestrian through VMS
 - By providing emergency preemption system, thus improving incident managements and response time
 - By providing automatic pedestrian and bike detection systems throughout corridor
 - ADA accessibility and pedestrian safety is also improved by providing audible interactive countdown type of pedestrian crossing systems
 - Improving reliability of the system
 - CCTVs help identify incident for a better response



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

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



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Glebe ITS
Recipient Entity: Arlington County
Project Contact Information: Amit Sidhaye

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	\$ 250,000.00	\$ 250,000.00				
Environmental Work	\$ -					
Right-of-Way Acquisition						
Construction	\$ 1,750,000.00	\$ 1,750,000.00				
Contract Administration	\$ -					
Testing Services	\$ -					
Inspection Services	\$ -					
Capital Asset Acquisitions	\$ -					
Other	\$ -					
Total Estimated Cost	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -

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			\$ 250,000.00							
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction					1,750,000.00					
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 250,000.00	\$ -	\$ 1,750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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			\$ 50,000.00		\$ 450,000.00					
August			\$ 50,000.00							
September			\$ 50,000.00							
October			\$ 50,000.00		\$ 550,000.00					
November			\$ 50,000.00							
December										
January					\$ 400,000.00					
February										
March										
April					\$ 350,000.00					
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ 250,000.00	\$ -	\$ 1,750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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]

County Manager

Title

6/18/15

[Signature]

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing



HOPE HALLECK
CLERK TO THE
COUNTY BOARD

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



MEMBERS
MARY HYNES
CHAIR
J. WALTER TEJADA
VICE CHAIRMAN

JAY FISETTE
LIBBY GARVEY
JOHN E. VIHSTADT

CERTIFICATION

I hereby certify that at its June 13, 2015 Regular Meeting, on a consent motion by Ms. Hynes, seconded by Mr. Tejada and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Hynes - Aye, Mr. Tejada - Aye, Mr. Fisetete - Aye, Ms. Garvey - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the C.M.

RECOMMENDATIONS in the attached County Manager's report dated June 3, 2015 "SUBJECT: Approval of Fiscal Year (FY) 2015-2016 Northern Virginia Transportation Authority ("NVTa" or the "Authority") Standard Project Agreements for Funding and Administration ("Agreements")"

Given under my hand this 18th day of June 2015.

Hope L. Halleck, Clerk
Arlington County Board

[SEAL]



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of June 13, 2015

DATE: June 3, 2015

SUBJECT: Approval of Fiscal Year (FY) 2015-2016 Northern Virginia Transportation Authority ("NVTa" or the "Authority") Standard Project Agreements for Funding and Administration ("Agreements")

C. M. RECOMMENDATIONS:

1. Approve three project Agreements between the County Board of Arlington, Virginia and NVTa for the use of regional funding for projects in the County's Capital Improvement Plan.
2. Authorize the County Manager to execute said Agreements, subject to approval of the Agreements as to form by the County Attorney.

ISSUES: This is a request to execute the project Agreements between the County Board of Arlington, Virginia and NVTa for use of regional transportation funds on projects previously endorsed by the Board and approved for funding by NVTa.

SUMMARY: On September 24, 2013, the County Board endorsed three (3) Arlington projects proposed for NVTa Fiscal Year 2015-2017 HB 2313 70 percent regional transportation funds, which were subsequently included in the FY 2015-2024 Arlington Capital Improvement Program (CIP). On April 23, 2015, the NVTa approved a Fiscal Year 2015-2016 regional multimodal project list totaling \$345.9 million. Projects selected went through a rigorous screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 37 projects includes \$24,000,000 for the three (3) Arlington County projects submitted for consideration by the Authority for the regional transportation funds. The list of projects submitted and subsequently approved for Fiscal Year 2015-2016 funding is as follows:

- Ballston-MU Metrorail Station West Entrance - Design (\$12,000,000)
- Columbia Pike Multimodal Street Improvements: East End Realignment (\$10,000,000)

County Manager:

bms/cgm

County Attorney:

[Signature]

Staff: Jason Friess, Department of Management & Finance
Sarah Crawford, Department of Environmental Services

33.

- Glebe Road Corridor Intelligent Transportation Systems (\$2,000,000)

Prior to receiving funding, the County must enter into individual project agreements with NVTa outlining the terms and conditions for the 70 percent regional transportation funding, which is largely based on the legislation adopted in HB 2313 as well as other requirements set forth by NVTa, including insurance and record keeping requirements. Attachments A - C include the Standard Project Agreements to be executed for each of the three approved projects.

BACKGROUND: The 2013 Virginia General Assembly enacted legislation (House Bill 2313), which raises transportation revenues in Northern Virginia through a series of state-imposed regional taxes and fees. The new law imposes an additional 0.07 percent to the state Sales and Use Tax, a 2 percent increase in the Transient Occupancy Tax (hotel tax), and a 0.15 per \$10⁰ assessment increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually. Revenues will be collected by the state and distributed to NVTa. Of these revenues, 70 percent ("Regional Funds") will be retained by NVTa to fund regional transportation projects, including mass transit capital projects that increase capacity, or transportation projects contained in the region's long-range transportation plan that have been rated by the Virginia Department of Transportation (VDOT).

To facilitate the implementation of these projects, NVTa's Financial Working Group and the Council of Counsels developed an agreement to govern the terms and conditions associated with the funding the Authority has agreed to provide to these regional projects and to ensure that the requirements of HB 2313 are met. In general, the agreement is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language. The major provisions of the agreements remain unchanged from last year.

FISCAL IMPACT: These funds were included in the County's Adopted FY 2015 - FY 2024 Capital Improvement Plan. Approving these project agreements ensures the full funding for the two projects receiving regional funds (Columbia Pike Multimodal Street East End Realignment and Glebe Road Corridor ITS) and design funding for one project (Ballston-MU Metrorail Station West Entrance).

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: June 17, 2015

SUBJECT: Regional Funding Project 013-90421 (Route 244 Columbia Pike Multimodal Street Improvements)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-90421.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-90421 (Route 244 Columbia Pike Multimodal Street 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 Arlington County 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 013-90421

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Arlington County, 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 _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and _____, Arlington County, 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, Arlington County, Virginia 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 Arlington County, Virginia's application for funding and has approved Arlington County, Virginia's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Arlington County, Virginia, 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 Arlington County, Virginia to finance the Project;

WHEREAS, NVTa agrees that Arlington County, Virginia will design and/or construct the Project or perform such other specific work for the Project and Arlington County, Virginia 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 Arlington County, Virginia'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 Arlington County, Virginia'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

Arlington County, Virginia 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 NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to Arlington County, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where Arlington County, Virginia seeks to advance a Project to the next phase using NVT A funds, Arlington County, Virginia shall submit a written request to NVT A's Executive Director explaining the need for NVT A's funding of an advanced phase. NVT A's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVT A's current and projected cash flow position and make a recommendation to NVT A whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Arlington County, Virginia 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, Arlington County, Virginia further recognizes that NVTA's reimbursement to Arlington County, Virginia 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. Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia.
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. Arlington County, Virginia 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. Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Arlington County, Virginia shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Arlington County, Virginia '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 Arlington County, Virginia 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 Arlington County, Virginia; 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 Arlington County, Virginia 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 Arlington County, Virginia'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 Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia.

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 Arlington County, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Arlington County, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia . 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 Arlington County, Virginia 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 Arlington County, Virginia that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all Arlington County, Virginia '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 Arlington County, Virginia '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 Arlington County, Virginia 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 Arlington County, Virginia 's designated representative in writing. Arlington County, Virginia will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Arlington County, Virginia '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 Arlington County, Virginia 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 Arlington County, Virginia of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Arlington County, Virginia . 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 Arlington County, Virginia 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. Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia's material breach of this Agreement. If so terminated, Arlington County, Virginia shall refund to NVTAs all funds NVTAs provided to Arlington County, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington County, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Arlington County, Virginia may

request that NVTa excuse Arlington County, Virginia from refunding all funds NVTa provided to Arlington County, Virginia for the Project based upon Arlington County, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Arlington County, Virginia from refunding all or a portion of the funds NVTa provided to Arlington County, Virginia for the Project. No such request to be excused from refunding will be allowed where Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia'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 Arlington County, Virginia'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

Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Arlington County, Virginia 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 Arlington County, Virginia.

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 Arlington County, Virginia, to the attention of County Manager
2100 Clarendon Blvd, Suite 302
Arlington, VA22201 (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

Arlington County, Virginia 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: _____

Arlington County, Virginia

(Name of Recipient Entity)

By: Brian M. Darrille

Date: 4/18/15



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (9G)

Basic Project Information

Submitting Agency: Arlington County

Project Title: Columbia Pike Multimodal Street Improvements (9G)

Project Type (*check one*):

Roadway (X) Transit ()

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): Route 244, NVTA Corridor (Other)

1. **Project Description:** The realignment includes shifting the roadway south of its existing location, eliminating the s-curves, and enhancing pedestrian facilities to improve safety and increase capacity. The multimodal improvements will increase the efficiency of person movements and safety along Columbia Pike, which currently carries the most bus transit trips in the Commonwealth. This phase of the project is for design and construction of Columbia Pike between South Orme Street, through South Joyce Street, and to the easternmost interchange with Washington Boulevard. The proposed realignment will increase person throughput and provide better access to and evacuation capacity from the Pentagon and vicinity.

The other major capacity improvement pertains to a modification to the easternmost interchange of Columbia Pike with Washington Boulevard. This portion of the project is currently undergoing an Interchange Modification Study, which will result in a preferred design.

2. **Requested NVTA Funds:** \$10 million
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Design and Construction
4. **Total Cost to Complete Project:** \$10 million to complete the phase described above. The total cost of all phases of the Columbia Pike Multimodal project is \$82.5 million
5. **Project Milestone -Study Phase:** Complete
6. **Project Milestone -Preliminary Engineering (30% Design):**Start of PE September 2014
7. **Project Milestones -Final Design:** Start of Final Design September 2015
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed January 2016



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

9. **Project Milestone – Construction: Start of Construction April 2016**
10. **Project Milestone – Mass Transit Vehicle Acquisition:**
Start of Construction (month/year)
11. **Is Project in Transaction 2040:**
Yes () No (X)
12. **Project in 2010 CLRP: CLRP ID# 2315, Columbia Pike Multi-Modal Corridor Improvements**
13. **Project Leverages other Funding: (please state amount)**
 - Local (X)
 - State ()
 - Federal ()
 - Other:



Stated Benefits

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

This the Columbia Pike corridor serves as a vital link between Skyline in Fairfax County to the Pentagon and Pentagon City/Crystal City development centers in Arlington County. The multimodal improvements will provide more high-quality mobility for all users, transforming the main thoroughfare into a complete street that balances and improves all modes of travel and will support future high-quality, high-frequency transit service. As of 2011, over 1 million square feet of mixed-use development has been completed along Columbia Pike in four projects, with another 400,000 square feet approved. Columbia Pike's form-based code provides the potential for an additional nine to ten million square feet of development. The street improvements constructed through the Columbia Pike Multimodal Project are necessary to accommodate existing and proposed growth in the corridor.

The full reconstruction of the Columbia Pike corridor will benefit travel by all modes between the Fairfax County line and Pentagon City. Columbia Pike carries between 20,000 and 30,000 vehicles and 16,000 transit passengers per day. To provide regional and state perspective, all PRTC OmniRide bus routes combined serve 13,400 riders per day and all Richmond metropolitan area bus routes have a combined ridership of 35,200 per day. By 2040, it is projected that the demand for transit on Columbia Pike will be over 50,000 boardings per day, most of whom will access transit service as pedestrians. Existing pedestrian access between properties lining Columbia Pike and transit stops is poor, which is holding back growth in transit ridership and leading to additional automobile traffic congestion, as residents who would ride transit are forced to shift to car. This reconstruction will improve traffic and transit operations and support increasing the transit carrying capacity to almost 30,000 per weekday, improving pedestrian connections, supporting future enhanced bus transit service, and taking cars off the road.

This phase of the project, from South Orme Street to South Joyce Street, will also improve access to and speed evacuation from the Pentagon and Arlington National Cemetery in the case of an emergency.

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

Columbia Pike is a critical connection in the I-395 corridor. Due to high congestion on I-395, the person throughput capacity on Columbia Pike provides a viable alternative for vehicles and transit riders accessing the Pentagon vicinity. The realignment of the segment included in this phase and the addition of left-turn lanes and better pedestrian and bicycle accommodations corridor-wide will provide a more streamlined corridor, improving travel for all users and allowing Columbia Pike to serve as a more effective release valve for traffic on I-395.

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



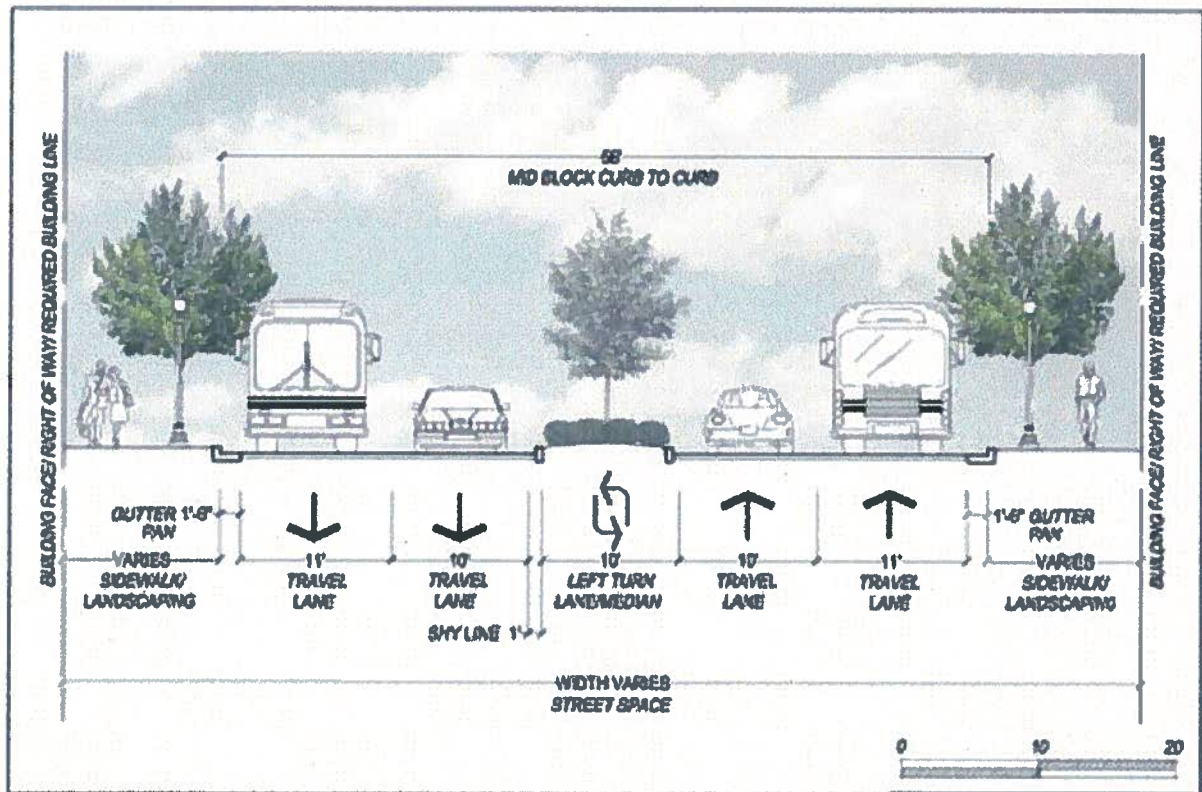
Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

- How does project improve auto and pedestrian safety?

The project will construct improved and wider pedestrian facilities to increase access and safety. The elimination of two ramps at the easternmost interchange with Washington Boulevard will reduce the number of conflict points and weaving movements, improving safety for all modes.

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



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Columbia Pike Multimodal East End
 Recipient Entity: Arlington County
 Project Contact Information: Dan Reinhard

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	\$ 1,000,000.00		\$ -			\$ 1,000,000
Engineering	\$ 4,000,000.00	\$ 1,000,000.00				\$ 3,000,000
Environmental Work	\$ -					
Right-of-Way Acquisition	\$ 8,500,000.00			County Bond Fur	\$ 2,500,000	\$ 6,000,000
Construction	\$ 69,000,000.00	\$ 9,000,000.00		County Bond Fur	\$ 16,391,000	\$ 43,609,000
Contract Administration	\$ -					
Testing Services	\$ -					
Inspection Services	\$ -					
Capital Asset Acquisitions	\$ -					
Other	\$ -					
Total Estimated Cost	\$ 82,500,000.00	\$ 10,000,000.00	\$ -	\$ -	\$ 18,891,000.00	\$ 53,609,000.00

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			\$ 500,000.00		\$ 500,000.00					
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction					4,000,000.00		5,000,000.00			
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 500,000.00	\$ -	\$ 4,500,000.00	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -

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					\$ 500,000.00		\$ 1,500,000.00			
October										
November			\$ 25,000.00							
December			\$ 50,000.00				\$ 1,500,000.00			
January			\$ 50,000.00							
February			\$ 50,000.00							
March			\$ 75,000.00		\$ 1,500,000.00		\$ 1,000,000.00			
April			\$ 75,000.00							
May			\$ 75,000.00							
June			\$ 100,000.00		\$ 2,500,000.00		\$ 1,000,000.00			
Total per Fiscal Year	\$ -	\$ -	\$ 500,000.00	\$ -	\$ 4,500,000.00	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -

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

Brian M. Donnellan

Signature

Brian M. Donnellan

Title

6/18/15

Date

Brian M. Donnellan

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing



HOPE HALLECK
CLERK TO THE
COUNTY BOARD

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



MEMBERS
MARY HYNES
CHAIR
J. WALTER TEJADA
VICE CHAIRMAN

JAY FISETTE
LIBBY GARVEY
JOHN E. VIHSTADT

CERTIFICATION

I hereby certify that at its June 13, 2015 Regular Meeting, on a consent motion by Ms. Hynes, seconded by Mr. Tejada and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Hynes - Aye, Mr. Tejada - Aye, Mr. Fisetete - Aye, Ms. Garvey - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the C.M.

RECOMMENDATIONS in the attached County Manager's report dated June 3, 2015 "SUBJECT: Approval of Fiscal Year (FY) 2015-2016 Northern Virginia Transportation Authority ("NVTa" or the "Authority") Standard Project Agreements for Funding and Administration ("Agreements")"

Given under my hand this 18th day of June 2015.

Hope L. Halleck, Clerk
Arlington County Board

[SEAL]



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of June 13, 2015

DATE: June 3, 2015

SUBJECT: Approval of Fiscal Year (FY) 2015-2016 Northern Virginia Transportation Authority ("NVTa" or the "Authority") Standard Project Agreements for Funding and Administration ("Agreements")

C. M. RECOMMENDATIONS:

1. Approve three project Agreements between the County Board of Arlington, Virginia and NVTa for the use of regional funding for projects in the County's Capital Improvement Plan.
2. Authorize the County Manager to execute said Agreements, subject to approval of the Agreements as to form by the County Attorney.

ISSUES: This is a request to execute the project Agreements between the County Board of Arlington, Virginia and NVTa for use of regional transportation funds on projects previously endorsed by the Board and approved for funding by NVTa.

SUMMARY: On September 24, 2013, the County Board endorsed three (3) Arlington projects proposed for NVTa Fiscal Year 2015-2017 HB 2313 70 percent regional transportation funds, which were subsequently included in the FY 2015-2024 Arlington Capital Improvement Program (CIP). On April 23, 2015, the NVTa approved a Fiscal Year 2015-2016 regional multimodal project list totaling \$345.9 million. Projects selected went through a rigorous screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 37 projects includes \$24,000,000 for the three (3) Arlington County projects submitted for consideration by the Authority for the regional transportation funds. The list of projects submitted and subsequently approved for Fiscal Year 2015-2016 funding is as follows:

- Ballston-MU Metrorail Station West Entrance - Design (\$12,000,000)
- Columbia Pike Multimodal Street Improvements: East End Realignment (\$10,000,000)

County Manager:

bms/cgm

County Attorney:

[Signature]

Staff: Jason Friess, Department of Management & Finance
Sarah Crawford, Department of Environmental Services

33.

- Glebe Road Corridor Intelligent Transportation Systems (\$2,000,000)

Prior to receiving funding, the County must enter into individual project agreements with NVTa outlining the terms and conditions for the 70 percent regional transportation funding, which is largely based on the legislation adopted in HB 2313 as well as other requirements set forth by NVTa, including insurance and record keeping requirements. Attachments A - C include the Standard Project Agreements to be executed for each of the three approved projects.

BACKGROUND: The 2013 Virginia General Assembly enacted legislation (House Bill 2313), which raises transportation revenues in Northern Virginia through a series of state-imposed regional taxes and fees. The new law imposes an additional 0.07 percent to the state Sales and Use Tax, a 2 percent increase in the Transient Occupancy Tax (hotel tax), and a 0.15 per \$10⁰ assessment increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually. Revenues will be collected by the state and distributed to NVTa. Of these revenues, 70 percent ("Regional Funds") will be retained by NVTa to fund regional transportation projects, including mass transit capital projects that increase capacity, or transportation projects contained in the region's long-range transportation plan that have been rated by the Virginia Department of Transportation (VDOT).

To facilitate the implementation of these projects, NVTa's Financial Working Group and the Council of Counsels developed an agreement to govern the terms and conditions associated with the funding the Authority has agreed to provide to these regional projects and to ensure that the requirements of HB 2313 are met. In general, the agreement is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language. The major provisions of the agreements remain unchanged from last year.

FISCAL IMPACT: These funds were included in the County's Adopted FY 2015 - FY 2024 Capital Improvement Plan. Approving these project agreements ensures the full funding for the two projects receiving regional funds (Columbia Pike Multimodal Street East End Realignment and Glebe Road Corridor ITS) and design funding for one project (Ballston-MU Metrorail Station West Entrance).

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: June 17, 2015

SUBJECT: Regional Funding Project 013-60621 (Ballston-MU Metrorail Station West Entrance.)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-60621.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-60621 (Ballston Metrorail Station West Entrance), 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 Arlington County 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 013-60621

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Arlington County, 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 _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and _____
Arlington County, 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 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, Arlington County, Virginia 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 Arlington County, Virginia 's application for funding and has approved Arlington County, Virginia 's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Arlington County, Virginia , 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 Arlington County, Virginia to finance the Project;

WHEREAS, NVTAFund agrees that Arlington County, Virginia will design and/or construct the Project or perform such other specific work for the Project and Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia '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

Arlington County, Virginia 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 Arlington County, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where Arlington County, Virginia seeks to advance a Project to the next phase using NVTA funds, Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia further recognizes that NVTA's reimbursement to Arlington County, Virginia 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. Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia.
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. Arlington County, Virginia 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. Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Arlington County, Virginia shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia; 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 Arlington County, Virginia 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 Arlington County, Virginia'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 Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia.

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 Arlington County, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Arlington County, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Arlington County, Virginia 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 Arlington County, Virginia 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 Arlington County, Virginia '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 Arlington County, Virginia . 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 Arlington County, Virginia 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 Arlington County, Virginia that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Arlington County, Virginia '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 Arlington County, Virginia '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 Arlington County, Virginia 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 Arlington County, Virginia 's designated representative in writing. Arlington County, Virginia will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Arlington County, Virginia '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 Arlington County, Virginia 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 Arlington County, Virginia of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Arlington County, Virginia . 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 Arlington County, Virginia 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. Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia's material breach of this Agreement. If so terminated, Arlington County, Virginia shall refund to NVTAs all funds NVTAs provided to Arlington County, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington County, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Arlington County, Virginia may

request that NVTa excuse Arlington County, Virginia from refunding all funds NVTa provided to Arlington County, Virginia for the Project based upon Arlington County, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Arlington County, Virginia from refunding all or a portion of the funds NVTa provided to Arlington County, Virginia for the Project. No such request to be excused from refunding will be allowed where Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia'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 Arlington County, Virginia'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

Arlington County, Virginia 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 Arlington County, Virginia 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, Arlington County, Virginia 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 Arlington County, Virginia refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Arlington County, Virginia 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 Arlington County, Virginia.

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 Arlington County, Virginia, to the attention of County Manager
2100 Clarendon Blvd, Suite 302
Arlington, VA22201 (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

Arlington County, Virginia 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: _____

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

By: Barbara M. Dandell

Date: 4/18/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Ballston-MU Metrorail Station West Entrance

Recipient Entity: Arlington County

Recipient Entity/Project Manager Contact Information:

Bee Buergler, bbuergler@arlingtonva.us, (703) 228-0597

NVTA Program Coordinator Contact information:

Keith Jasper, Keith.Jasper@thenovaauthority.org, (703) 642-4655

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



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (6N)

Basic Project Information

Submitting Agency: Arlington County

Project Title: Ballston-MU Metrorail Station West Entrance (6N)

Project Type (*check one*):

Roadway () Transit (X)

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

1. **Project Description:** This project will construct a second entrance to the Ballston-MU Metrorail Station. The current entrance, at Fairfax Drive and N. Stuart Street, is located at the far eastern edge of the train platform. The new entrance will be located 0.2 miles to the west, at North Fairfax Drive and North Vermont Street. It will include two street-level elevators, as well as escalators, connecting to an underground passageway and new mezzanine with stairs and elevators to the train platform. The new entrance will have fare gates, fare vending machines, and an attended kiosk. This new entrance will provide more direct access to businesses and residences west of Ballston, relieve congested conditions at the current entrance, provide for more even distribution along the platform (enabling more efficient loading/unloading), and provide adequate egress during emergency situations.
2. **Requested NVTA Funds:** \$12 million
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Design
4. **Total Cost to Complete Project:** \$89.8 million
5. **Project Milestone -Study Phase:** Completed
6. **Project Milestone -Preliminary Engineering (30% Design):** Completed
7. **Project Milestones -Final Design:** July 2015
8. **Project Milestones -- Right-of-Way:** ROW acquisitions completed June 2017
9. **Project Milestone -- Construction:** Start of Construction January 2018
10. **Project Milestone -- Mass Transit Vehicle Acquisition:** Start of Construction N/A



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

11. Is Project in Transaction 2040:

Yes (X) No ()

12. Project in 2010 CLRP: Yes

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

- Local (X) \$15.8 million
- State (X) \$18 million
- Federal ()
- Other:



Stated Benefits

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

Ballston is a major multimodal transportation transfer center and a regional employment center, with almost 7 million square feet of office space, over 1 million square feet of retail space, over 30,000 workers, and over 12,000 residents. By 2040, Ballston is expected to be home to almost 15,000 residents and almost 36,000 workers. The weekday daily ridership at the Metrorail station is approximately 25,000 and is expected to increase significantly with completion of planned development to roughly 40,000 riders per day. To provide a regional and state comparison, the VRE system currently carries 19,000 riders per day, while the Norfolk Tide light rail system has a ridership of 6,000 per day.

Currently, Ballston is the third most popular destination station for Silver Line riders, after the Farragut West and McPherson Square stations. The 2007 WMATA Metrorail Passenger Survey shows that the majority of riders access the station by walking (72%), while roughly 15% of riders use public bus services to access the station. The addition of a West Entrance will:

- Increase possibilities for additional bus/shuttle service to the new west entrance (curb space is over capacity at the existing entrance with more in demand);
- Allow regional buses from I-66 to access the station much more quickly and efficiently;
- Improve emergency egress, making the station compliant with the National Fire Protection Act;
- Greatly reduce travel time to businesses and residents west of Ballston, increasing transit access; and
- Reduce congested operations of the station and platform (described below).

Ballston Station is located along Arlington's Rosslyn-Ballston corridor, the spine of which is Wilson Blvd. Between 1996 and 2012, traffic on Wilson Blvd. decreased by 23% despite tremendous growth in job and population density, due to the successful nature of transit-oriented development along the corridor and enhanced ability to use non-auto modes. Arlington is continuing its proven track record of planning transit and development together by adding the Ballston West Entrance, allowing the footprint of transit-oriented development in Ballston to expand an additional ¼ mile to the west.

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

Currently, station capacity is constrained at the Ballston-MU Metrorail station, according to WMATA's Station Access Study. Access to the station and platform via faregates, escalators, and elevators is congested. Adding a second entrance will greatly reduce congested conditions by doubling the access points to the station and providing for more even distribution of clients along the platform, reducing train loading/unloading time and reducing congested conditions inside Metrorail trains. Adding a larger transit footprint to the Ballston Metrorail Station (see graphic) supports regional goals of Transit-Oriented Development. Ballston in particular has a mix of employment and residential development, providing a jobs/housing balance around transit that not only provides additional non-auto access to jobs, but additional transit access for residents.



Northern Virginia Transportation Authority



The Authority for Transportation in Northern Virginia

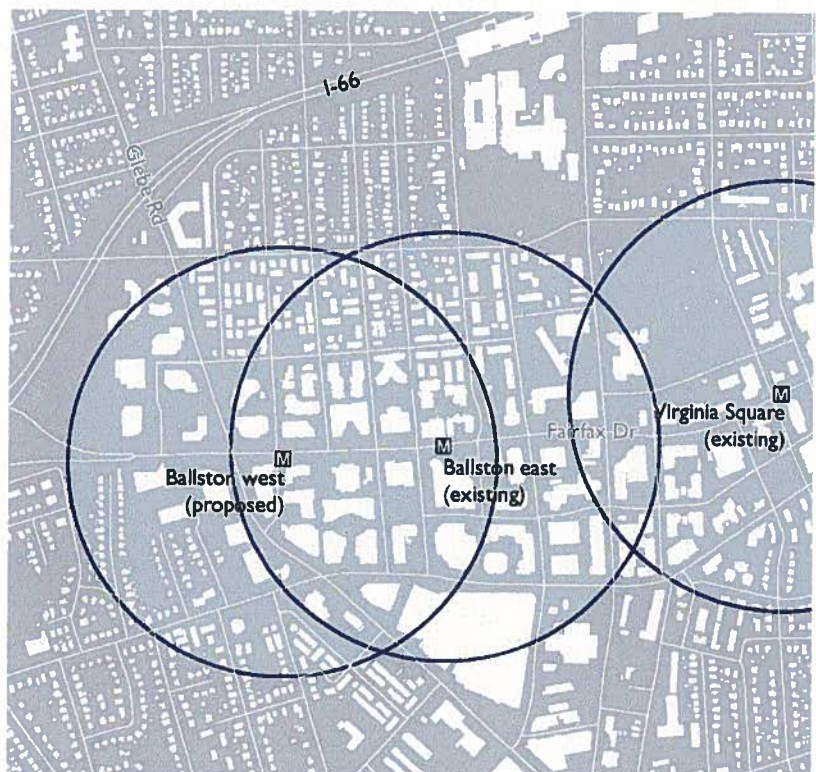
- **How does project increase capacity? (Mass Transit Projects only)**
The proposed location for the second entrance of the station is 0.2 miles west of the current entrance. The increase in the station walkshed (pictured below) provides more opportunity to access the station from a larger area, and supports additional regional bus/shuttle to rail transfers. As noted above, the second entrance increases access and egress to the train platform, and increases capacity of existing railcars by more efficiently distributing passengers throughout trains. Currently, several of the Orange Line's busiest stations have mezzanines only on the eastern end, which leads to passenger crowding on the east end of trains. This new western entrance at one of the busiest stations on the line will improve the operational capacity of the line.

Ballston Station is served by seven Metrobus routes (1A/B/E/Z, 2A, 10B, 22A/B, 23A/B/T, 25A/B/E, and 38B) and seven ART routes (41, 42, 51, 52, 53, 62, and 75), with approximately 45 buses per hour during peak periods, plus additional buses and shuttles from other regional transit providers. The current bus bays and layover locations are over capacity and currently undergoing redesign. The second entrance will provide additional capacity for bus stops, necessary to accommodate regional commuter buses planned as part of the I-66 Inside the Beltway and I-66 Outside the Beltway projects. Ballston has been identified as a stop on the latest draft recommendations for the I-66 Outside the Beltway Rapid Bus Service project for peak commuter service, which is anticipated to carry an additional 1,000 riders per peak period.

- **How does project improve auto and pedestrian safety?**
The west entrance will address station deficiencies related to emergency egress in the event of a fire or other unsafe incident, bringing the station into compliance with the National Fire Protection Act. It will also reduce the number of street crossings necessary for thousands of pedestrians per day to access Metrorail, reducing car/pedestrian conflicts in the vicinity of the station.
- **List internet links below to any additional information in support of this project: N/A**

Ballston West Entrance Location Map

-  Metro station entrance
-  Quarter mile radius from entrance



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Ballston-MU Metrorail Station West Entrance
 Recipient Entity: Arlington County
 Project Contact Information: Bee Buegler

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	\$ 12,000,000.00	\$ 12,000,000.00	\$ -		\$ -	\$ -
Engineering	\$ -					
Environmental Work	\$ -					
Right-of-Way Acquisition						
Construction	\$ 78,000,000.00			NVTA*, DRPT, Devel	\$ 78,000,000.00	
Contract Administration	\$ -					
Testing Services	\$ -					
Inspection Services	\$ -					
Capital Asset Acquisitions	\$ -					
Other	\$ -					
Total Estimated Cost	\$ 90,000,000.00	\$ 12,000,000.00	\$ -	\$ -	\$ 78,000,000.00	\$ -

* Arlington County expects to seek funding from NVTA for construction in a subsequent call for projects. The amount of funds requested will be determined through the Design Work, but will likely range from \$40-45 million.

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			\$ 5,500,000.00		\$ 6,500,000.00					
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 5,500,000.00	\$ -	\$ 6,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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			\$ 50,000.00		\$ 2,000,000.00					
October			\$ 50,000.00							
November			\$ 150,000.00							
December			\$ 500,000.00		\$ 1,500,000.00					
January			\$ 500,000.00							
February			\$ 750,000.00							
March			\$ 750,000.00		\$ 1,500,000.00					
April			\$ 750,000.00							
May			\$ 1,000,000.00							
June			\$ 1,000,000.00		\$ 1,500,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ 5,500,000.00	\$ -	\$ 6,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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: *Barbara M. Donnellan*
 Title: *County Manager*
 Date: *4/8/15*
 Print name of person signing: *Barbara M. Donnellan*

Northern Virginia Transportation Authority
 Signature: _____
 NVTA Executive Director
 Title: _____
 Date: _____
 Print name of person signing: _____



HOPE HALLECK
CLERK TO THE
COUNTY BOARD

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



MEMBERS
MARY HYNES
CHAIR
J. WALTER TEJADA
VICE CHAIRMAN

JAY FISETTE
LIBBY GARVEY
JOHN E. VIHSTADT

CERTIFICATION

I hereby certify that at its June 13, 2015 Regular Meeting, on a consent motion by Ms. Hynes, seconded by Mr. Tejada and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Hynes - Aye, Mr. Tejada - Aye, Mr. Fisetete - Aye, Ms. Garvey - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the C.M.

RECOMMENDATIONS in the attached County Manager's report dated June 3, 2015 "SUBJECT: Approval of Fiscal Year (FY) 2015-2016 Northern Virginia Transportation Authority ("NVTa" or the "Authority") Standard Project Agreements for Funding and Administration ("Agreements")"

Given under my hand this 18th day of June 2015.

Hope L. Halleck, Clerk
Arlington County Board

[SEAL]



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of June 13, 2015

DATE: June 3, 2015

SUBJECT: Approval of Fiscal Year (FY) 2015-2016 Northern Virginia Transportation Authority ("NVTa" or the "Authority") Standard Project Agreements for Funding and Administration ("Agreements")

C. M. RECOMMENDATIONS:

1. Approve three project Agreements between the County Board of Arlington, Virginia and NVTa for the use of regional funding for projects in the County's Capital Improvement Plan.
2. Authorize the County Manager to execute said Agreements, subject to approval of the Agreements as to form by the County Attorney.

ISSUES: This is a request to execute the project Agreements between the County Board of Arlington, Virginia and NVTa for use of regional transportation funds on projects previously endorsed by the Board and approved for funding by NVTa.

SUMMARY: On September 24, 2013, the County Board endorsed three (3) Arlington projects proposed for NVTa Fiscal Year 2015-2017 HB 2313 70 percent regional transportation funds, which were subsequently included in the FY 2015-2024 Arlington Capital Improvement Program (CIP). On April 23, 2015, the NVTa approved a Fiscal Year 2015-2016 regional multimodal project list totaling \$345.9 million. Projects selected went through a rigorous screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 37 projects includes \$24,000,000 for the three (3) Arlington County projects submitted for consideration by the Authority for the regional transportation funds. The list of projects submitted and subsequently approved for Fiscal Year 2015-2016 funding is as follows:

- Ballston-MU Metrorail Station West Entrance - Design (\$12,000,000)
- Columbia Pike Multimodal Street Improvements: East End Realignment (\$10,000,000)

County Manager:

bms/cgm

County Attorney:

[Signature]

Staff: Jason Friess, Department of Management & Finance
Sarah Crawford, Department of Environmental Services

33.

- Glebe Road Corridor Intelligent Transportation Systems (\$2,000,000)

Prior to receiving funding, the County must enter into individual project agreements with NVTa outlining the terms and conditions for the 70 percent regional transportation funding, which is largely based on the legislation adopted in HB 2313 as well as other requirements set forth by NVTa, including insurance and record keeping requirements. Attachments A - C include the Standard Project Agreements to be executed for each of the three approved projects.

BACKGROUND: The 2013 Virginia General Assembly enacted legislation (House Bill 2313), which raises transportation revenues in Northern Virginia through a series of state-imposed regional taxes and fees. The new law imposes an additional 0.07 percent to the state Sales and Use Tax, a 2 percent increase in the Transient Occupancy Tax (hotel tax), and a 0.15 per \$10⁰ assessment increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually. Revenues will be collected by the state and distributed to NVTa. Of these revenues, 70 percent ("Regional Funds") will be retained by NVTa to fund regional transportation projects, including mass transit capital projects that increase capacity, or transportation projects contained in the region's long-range transportation plan that have been rated by the Virginia Department of Transportation (VDOT).

To facilitate the implementation of these projects, NVTa's Financial Working Group and the Council of Counsels developed an agreement to govern the terms and conditions associated with the funding the Authority has agreed to provide to these regional projects and to ensure that the requirements of HB 2313 are met. In general, the agreement is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language. The major provisions of the agreements remain unchanged from last year.

FISCAL IMPACT: These funds were included in the County's Adopted FY 2015 - FY 2024 Capital Improvement Plan. Approving these project agreements ensures the full funding for the two projects receiving regional funds (Columbia Pike Multimodal Street East End Realignment and Glebe Road Corridor ITS) and design funding for one project (Ballston-MU Metrorail Station West Entrance).

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Scott York, Chairman - NVTa Finance Committee

DATE: June 19, 2015

SUBJECT: Debt Policy Updates

-
1. **Recommendation:** Approval of Debt Policy updates as recommended by the NVTa Finance Committee.
 2. **Suggested Motion:** *I move approval of the Debt Policy updates as recommended by the NVTa Finance Committee.*
 3. **Background:**
 - a. The Debt Policy was established by the Authority on December 12, 2013.
 - b. Two additional debt related policies (Continuing Disclosure and Post Issuance as well as Post Issuance and Tax Compliance Policy and Procedure) were established on December 11, 2014.
 - c. Events related to the inaugural bond issuance, receipt of rating agency opinions and recodification of the State Code make it prudent to review the Debt Policy for updates and clarifications.
 - d. The proposed updates involve:
 - i. Clarifying and unifying language and terms
 - ii. Updating references to Virginia Code sections related to the recodification.
 - iii. Shifting the policy perspective from prospective ratings to maintaining the credit ratings achieved.
 - iv. Recognition of additional policies related to:
 1. 30% funds
 2. Regional Revenue Funds (70%)
 3. Investments
 4. Post Issuance and Tax Compliance as well as Continuing Disclosure
 5. Clarifications related to the Working Capital Reserve and interim financing.
 6. Reducing the next required policy review and update period from five to three years.
 - e. The current Debt Policy calls for a review of the Working Capital Reserve in 2015. No change to the Working Capital Reserve is proposed. This reserve is planned to reach its initial funding requirement in FY2016.
 - f. The Authority's Debt Advisory Group reviewed the proposed changes. The advisory group is made up of debt managers or finance directors from; Arlington County, Fairfax County, City of Fairfax, Loudoun County, City of Manassas and Prince William County

Attachment: NVTB Policy 9 - Debt Policy (With Proposed Changes)

Coordination: NVTB Finance Committee
Council of Counsels
Bond Counsel
Financial Advisor
Debt Advisory Group

*Draft dated April 28 June 12 17, 2015**

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

Policy Number 9 -- Debt Management Policy

(Originally adopted on December 12, 2013, and amended on May --, 2015.)

- I. General.** This debt ~~management~~ policy is adopted to implement the debt program of the Northern Virginia Transportation Authority (the “~~Authority~~” or “NVT A”) ~~as~~ authorized by the Code of Virginia §33.2-~~2512~~**2511**. The purpose of ~~the Authority~~NVT A’s Debt Management Program ~~will be~~**is** to support the construction ~~financing~~ program of ~~the Authority~~NVT A while achieving the lowest cost of capital. In order to ~~accomplish this goal~~**further this purpose**, it ~~will be~~**is** necessary to adopt policies and procedures that ensure the highest credit quality, assure access to capital markets and preserve financial flexibility.
- II. Background.** ~~The Authority~~NVT A’s ~~goal is to achieve a minimum rating in the double A category on its~~ senior lien debt obligations ~~are currently rated Aa1 from Moody’s Investors Service, AA+ from Standard & Poor’s, and AA+ from Fitch Ratings~~**are currently rated Aa1 from Moody’s Investors Service, AA+ from Standard & Poor’s, and AA+ from Fitch Ratings**. ~~Therefore, the~~**These ratings were achieved in part because** ~~Authority~~NVT A ~~shall~~**has** implemented policies and procedures ~~for managing debt including overarching financial policies~~ for maintaining a high quality debt program ~~and that contains~~ detailed guidelines for debt issuance. The policy will guide decisions on all debt issued by ~~the Authority~~NVT A and also assist ~~the Authority~~NVT A in realizing debt service savings and efficiencies. Specifically, the policies will support the following objectives:
- ~~Achieve and m~~**Maintain** ~~the current a double A category ratings from one or more of the nationally recognized municipal bond credit rating firms for on~~ all senior lien revenue debt;
 - ~~Guide the Authority~~NVT A and its managers in ~~policy and~~**evaluating debt issuance options and in making** debt issuance decisions;
 - ~~Maintain appropriate financial assets for present and future needs;~~
 - ~~Maintain appropriate capital assets for present and future needs;~~
 - Promote sound financial management;
 - Ensure legal use of ~~the Authority~~NVT A’s debt issuance authority; ~~and~~
 - Promote cooperation and coordination with other stakeholders in the financing and delivery of transportation services and infrastructure; ~~and~~
 - ~~Evaluate debt issuance options.~~
- III. Application of Revenues**
- A. NVT A Act.** §33.2-~~2509~~**2510** of the NVT A Act authorizes the use of revenues of the Northern Virginia Transportation Authority (including regional tax and fee revenues transferred from the NVT A Fund established under §33.2-2509) as follows:
1. Solely for transportation purposes benefitting those counties and cities embraced by ~~the Authority~~NVT A.

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Draft dated April 28 June 12 17, 2015

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2. Thirty percent (the "30 Percent Share") shall be distributed to the localities on a pro rata basis subject to reduction ~~under the "maintenance of effort" provisions of §33.2-2510.B.1 in accordance with the Code of Virginia and NVTAs (Regional Revenue Policy) Policy 11 – Distribution of 30 Percent Funds adopted on December 11, 2014 dated December 11, 2014.~~

3. The remaining amounts (approximately seventy percent) will be distributed as follows:

a. First to pay debt service on bonds issued by ~~the Authority~~ NVTA and secured by a pledge of such monies; and

b. For "pay-as-you-go" projects;

~~e. 4. Each Project~~ The projects financed by such the monies or bonds secured thereby described in the preceding paragraph must meet the following criteria:

~~i. a.~~ Must be (x) in regional long range transportation plan in accordance with §33.2-~~2510~~2500 (~~which plan is currently "TransAction 2040"~~) and be rated in accordance with §33.2-257 or (y) a mass transit capital project that increases capacity;¹

~~ii. b.~~ Must reflect ~~the Authority~~ NVTA's priority for selecting projects that are expected to provide the greatest congestion reduction relative to the cost of the project;

~~iii. c.~~ Must be located (x) only in localities embraced by ~~the Authority~~ NVTA or (y) in adjacent localities but only to the extent that such extension is an insubstantial part of the project and is essential to the viability of the project within the localities embraced by ~~the Authority~~ NVTA; and

~~iv. d.~~ Must result in each locality's total long-term benefit being approximately equal to the proportion of the total of the fees and taxes received by ~~the Authority~~ NVTA that are generated by or attributable to the locality.

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B. Master Indenture of Trust. The Master Indenture of Trust ~~approved on July 24, 2013 dated as of December 1, 2014~~ (the "Master Indenture"), further specifies that all amounts transferred from the NVTA Fund are deposited to a Revenue Fund and are distributed as follows:

1. First, the 30 Percent Share is deposited in the Member Locality Distribution Fund;

a. And then from such Fund to the Operating Fund ~~in an amount sufficient to fund the next 30 days of operations~~ in accordance with NVTA Policy 11 – Distribution of Thirty Percent Funds, adopted on December 11, 2014;

b. And then from such Fund to each locality its pro rata portion of the remaining 30 Percent Share ~~(subject to reduction as described above)~~ in accordance with NVTA Policy 11 – Distribution of Thirty Percent Funds;

2. Then the remaining amounts (the "Regional NVTA FundsRegional Revenues") must be distributed in the following order of priority:

a. To fund all senior debt service requirements;

b. To fund all debt service reserve requirements (if due);

¹ For "regional funds" (including bond proceeds) received in FY 2014, the rating requirement does not apply.

- c. To fund subordinate debt service requirements (if due); and
- d. To fund all rebate fund requirements (if due).

3. Once all debt service requirements are met, the remaining Regional NVTA Funds Regional Revenues are deposited to the NVTA General Fund (as such fund is defined in the Master Indenture of Trust) and are available for any other lawful purpose of the Authority NVTA, including the construction of "pay-as-you-go" projects and deposits to any reserves established by NVTA.

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II. IV. Debt Management Planning Management.

A. Debt Affordability Criteria (Debt Capacity).

- 1-i. Debt Capacity. For planning purposes, Debt Capacity for the issuance of new debt shall be calculated as a function of the projected Regional NVTA Funds Regional Revenues, as defined in the Master Indenture of Trust.

a-1. It should be stressed that in accordance with the terms of the Master Indenture of Trust and the order of precedence defined in the Code of Virginia, debt service payments shall have precedence over all other obligations of the Authority NVTA payable from the Regional Revenues.

b-2. Debt Capacity shall be projected forward a sufficient time to support the cash flow requirements of the Authority NVTA's adopted long range capital plans six year Capital Improvement Plan ("CIP") together with funds identified for pay-as-you-go construction.

2-ii. Debt service coverage requirements.

a-1. The NVTA strives to set policy targets for debt service coverage at the minimum levels necessary, in light of relevant criteria and methodologies of the credit rating agencies and recommendations of the NVTA's Financial Advisor, to achieve a minimum of a AA category maintain its credit ratings on senior lien debt.

b-2. Senior lien debt. The ratio of annual Regional NVTA Funds Regional Revenues to annual senior lien debt service will be a minimum of 2.0 times. A proforma calculation for this ratio is included as Exhibit 1 to this policy.

c-3. Subordinate lien debt. The ratio of annual Regional NVTA Funds Regional Revenues minus annual debt service on senior lien debt to annual senior lien debt service plus annual subordinate lien debt service will be a minimum of 1.30 times. A proforma calculation for this ratio is included as Exhibit 1 to this policy.

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3-iii. Treatment of Local Revenues 30 Percent Share.

a-1. Required Transfers. Authority revenues earmarked for transfer to the member localities, (i.e., the 30 percent share) The 30 Percent Share will not be included in the debt capacity calculation or calculation of coverage requirements.

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4-iv. "Pay go" and reserve set asides. Any portion of ~~Regional NVTA Funds~~ Regional Revenues not utilized for debt service due to coverage requirements will be set aside for pay-as-you-go capital financing and additional reserves as required by this policy or established by the Authority NVTA over a reasonable period of time as determined by ~~the Authority NVTA~~.

5-v. Reserve and liquidity levels.

a.1. Debt Service Reserve Fund. Consistent with the provisions of the Master Indenture ~~of Trust~~, each bond issue may include a Debt Service Reserve Fund ("DSRF") funded from bond proceeds, ~~Regional NVTA Funds~~ Regional Revenues or the NVTA General Fund ~~(as such fund is defined in the Master Indenture of Trust)~~ as determined by ~~the Authority NVTA~~ at the time of issuance. In considering the need for this structural feature, the NVTA may consider whether it is economically advantageous to have a DSRF and the potential impact on the existing credit ratings on ~~the Authority NVTA's~~ outstanding bonds, among other factors.

2. Working Capital Reserve. ~~The Authority NVTA~~ will maintain a Working Capital Reserve ("WCR") account in ~~its~~ the NVTA General Fund equal to at least six months of the budgeted, annual ~~Regional NVTA Funds~~ Regional Revenues. Such funds may be used within a fiscal year to manage any mismatches in the actual receipt of revenue and the disbursement of funds for project construction to project implementing entities and to pay debt service. As part of its budget process each year, NVTA will estimate the increase, if any, to the WCR requirement and fund such incremental increase within the course of such ensuing fiscal year. To the extent the WCR requirement is forecast to decrease in a given fiscal year, NVTA may release such amounts within the course of such ensuing fiscal year provided that any debt service or debt service reserve fund requirements are fully funded in accordance with NVTA's the Master Indenture of Trust. The WCR is not required by the Master Indenture; rather, it is a policy of NVTA and is subject to change.

b.3. ~~If tapped, the Executive Director of the NVTA will develop and submit to the Authority NVTA a plan to restore the Working Capital Reserve to its minimum level over a period not to exceed 18 months. The NVTA will revisit the level of this reserve no later than June 30, 2015 periodically to reflect its actual cash flow patterns and experience, liquidity expectations of the credit rating agencies consistent with NVTA's current credit ratings, and actual experience with delays or disruptions, if any, to the Commonwealth's budget adoption and appropriations process, and periodically as needed.~~

B. Bond Structure.

1. Term of Bonds. The NVTA shall strive to match the financing period with the economic life of the asset being developed in general conformance with the following guidelines:
 - a. Short term ~~debt~~ permanent financing (less than ten years) normally should be used for projects with an economic life of 0 to 15 years, but may be used at any

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time to restructure ~~the Authority NVTA~~'s outstanding debt portfolio to reduce the average life of ~~the Authority NVTA~~'s bonds.

b. Terms of the bonds for major construction projects shall not exceed 30 years which is less than the 40 year maximum term of debt permitted under ~~§15.2-4519.B-133.2-1920~~.

~~b.c.~~ ~~The Authority NVTA~~ will attempt to achieve an average bond life for all aggregate outstanding debt of less than 20 years in order to ensure that significant debt capacity is available to meet the future needs of ~~the Authority NVTA~~.

~~c.~~

2. **Capitalized Interest.** ~~The Authority NVTA~~ intends to pay interest on all debt obligations when due from current revenues unless the capitalization of interest shall be deemed necessary and prudent or the best interest of ~~the Authority NVTA~~ for any project specific financing. If used, the capitalized interest period and amount shall not exceed that which is necessary to complete the construction period.
3. **Debt Service Repayment Structure.** It is the preference of ~~the Authority NVTA~~ to promote rapid repayment of debt principal in order to (i) achieve the objective of average bond life of less than 20 years, (ii) to maintain or improve ~~the its~~ credit rating, and (iii) to execute the capital financing program in the most cost effective manner. ~~The Authority NVTA~~ may choose to structure debt repayment so as to wrap around existing obligations or to achieve other financial planning goals.
4. **Call Provisions.** Optional redemption provisions on the NVTA debt, if any, shall be determined based upon the market conditions at the time of issuance with advice from the Financial Advisor. ~~The Authority NVTA~~ will select the call provision most likely to result in the lowest cost of funds while providing reasonable opportunity and flexibility for future refinancing to achieve future debt service savings.

C. Types of Debt.

1. **Revenue Bonds.** The NVTA expects to issue special tax revenue bonds, either on a senior lien or subordinate basis, as its primary form of debt. The debt capacity of ~~the Authority NVTA~~ to issue such revenue bonds shall be governed by this Debt ~~Management~~ Policy.
2. **Lease Purchase Agreements.** Lease purchase debt for which the asset is pledged, in addition to Authority revenues, as security for the debt payment may not be issued unless the Board adopts specific policies in this regard.
3. **Variable Rate Debt (short or long term).** ~~The Authority NVTA~~ may issue variable rate debt to achieve a lower cost of capital, improve cash flow efficiencies or manage interest rate risk and in no case shall variable rate debt exceed ten percent (10%) of the total debt of the NVTA. Any commercial paper program or other variable rate financing vehicle that is used as an interim financing tool shall not be

included in the calculation of the ten percent (10%) maximum variable rate debt limit. The NVTa will revisit this threshold periodically to reflect market conditions, credit rating agency criteria, and the NVTa's liquidity and cash flow experience. Any changes to the threshold must be approved by the ~~the Authority~~ NVTa.

4. Commercial Paper/Interim Financing. ~~The Authority~~ NVTa may establish a commercial paper program or other forms of interim ~~construction~~ financing such as bond anticipation notes or line of credit if economically advantageous to manage ~~the Authority~~ NVTa's cash flow, improve efficiency or reduce negative arbitrage. ~~The Authority~~ NVTa may create its own program or use a pool legally available to it within the Commonwealth.
5. Federal or State or other Conduit Pool Loan Programs. ~~The Authority~~ NVTa may use pooled loan programs supported by available ~~Regional NVTa Funds~~ Regional Revenues if cost effective (e.g., sales through the Virginia Resources Authority). Such debt may be senior or subordinate lien as negotiated with the issuing authority/lender with such coverage and other requirements as determined by the issuing agency/lender and consistent with the Master Indenture ~~of Trust~~.
- 6.vi. Unrated Debt. ~~The Authority~~ NVTa may issue unrated debt if deemed in its best interests.
- 7.vii. Derivative Structures. ~~The Authority~~ NVTa shall not make use of derivative structures (swaps, hedges, etc.) for at least five years after the initial adoption date (December 12, 2013) of this policy. Such structures shall not be used thereafter unless ~~the Authority~~ NVTa shall adopt specific policies in this regard.

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D. Refinancing Outstanding Debt.

1. Minimum Savings Threshold. ~~The Authority~~ NVTa establishes a minimum present value savings threshold of three percent (3%) of the refunded bond principal amount. The present value savings will be net of all costs related to the refinancing.
2. Restructuring. ~~The Authority~~ NVTa may restructure debt when it is in the best financial interest of ~~the Authority~~ NVTa to do so. Such refundings will be limited to restructuring to meet anticipated revenue expectations, achieve costs savings, mitigate irregular debt service payments, release reserve funds, consolidate multiple series of outstanding debt, or remove unduly restrictive bond covenants.
3. Term of Refunding Issues. ~~The Authority~~ NVTa will normally refinance bonds within the original term of the existing debt. However, after careful evaluation, ~~the Authority~~ NVTa may consider maturity extension when necessary to achieve a desired outcome, provided that such extension is permissible under the Master Indenture ~~of Trust~~.

E. Use of Credit Enhancement.

1. Bond Insurance. Bond insurance may be obtained to achieve a higher credit rating than the NVTAs' uninsured debt when cost effective.
2. Letters of Credit. Letters of Credit may be obtained when cost effective.

F. Additional Bonds.

1. The NVTAs anticipate new money bond sales in a frequency adequate to meet its cash flow needs.
2. Additional bond issuance shall not exceed any of the limits prescribed in the Debt Affordability section of these policies in any fiscal year.
3. Subsequent bond sales will be on parity with prior issuances of senior or subordinate lien bonds, as appropriate.
4. Additional bond issuances should be planned to remain within capacity/affordability limits based on careful forecasts of revenues reasonably anticipated to be received over the course of the following six (6) years.

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G. Capital Financial Improvement Plan ("CIP")².

1. Beginning in FY2015, the NVTAs shall adopt a will update its multi-year capital improvement plan (CIP) annually. The capital plan CIP will be developed in accordance with all applicable statutory requirements. The Authority NVTAs shall make every effort to coordinate the timing of the adoption of its capital improvement plan to benefit the capital planning processes of the Authority NVTAs's member jurisdictions and of impacted state and regional authorities.
2. The Authority NVTAs will review and update the long range term comprehensive transportation plan for the region (currently TransAction 2040) (also referred to as Transaction 2040)³ at least every five (5) years.

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III.V. Debt Management and Administration Administrative Matters.

A. Selection of Advisors and Other Providers.

1. Financial Advisor. The Authority NVTAs will use the services of a Financial Advisor to assist in the implementation and execution of bond policies, sales and other financial analyses as necessary. The Financial Advisor will be selected through a competitive process in accordance with the Code of Virginia and other procedures

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² Mike — In the POS, we called this Capital Improvement Plan. Is there a new name?

³ Placeholder for new name to come.

that ~~the Authority~~ NVTA may establish under such terms and compensation as ~~the Authority~~ NVTA may determine. A selection advisory committee shall include the Chief Financial Officer and other members appointed by the Executive Director, including at least three knowledgeable staff members from member jurisdictions, which will include the top three revenue contributing jurisdictions and a rotation of up to two of the remaining contributing jurisdictions. The Executive Director shall make every effort to ensure that each member jurisdiction is given the opportunity to participate in the selection process.

2. **Bond Counsel.** ~~The Authority~~ NVTA will use the services of Bond Counsel to assist in the implementation and execution of bond policies, sales and other legal analyses as necessary. The Bond Counsel will be selected through a competitive process in accordance with the Code of Virginia and other procedures that ~~the Authority~~ NVTA may establish under such terms and compensation as ~~the Authority~~ NVTA may determine.
3. **Other Services.** ~~The Authority~~ NVTA may obtain the services of other advisors as necessary to implement its debt program under such terms and conditions as may be determined by ~~the Authority~~ NVTA. Such services may include, but are not limited to, trustee and fiscal agent services, specialized financial analytical services, special tax or disclosure counsel, rebate and arbitrage compliance services, audit services and other services that may be necessary.
4. **Other Jurisdiction Contracts.** ~~The Authority~~ NVTA may use any contract for consultant services issued by a member jurisdiction or agency of the Commonwealth provided that the terms and conditions of the contract permit its use by other jurisdictions or governmental entities of the Commonwealth and the contract was competitively bid or issued through a request for proposal.

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B. Methods of ~~Issuance~~ Sale.

- 1.i. **Competitive Sales.** The NVTA shall ~~sell~~ issue debt on a competitive basis whenever ~~practical~~ practicable.
- 2.ii. **Negotiated Sales.** The NVTA may ~~issue~~ sell bonds via negotiated sale based on an evaluation of current market conditions and the economic advantages to the NVTA, especially for the first few series of bond issues until ~~the Authority~~ NVTA has gained sufficient market acceptance and recognition as a regular issuer.
- 3.iii. **Private Placements.** The NVTA is permitted to use private placement financings based on an evaluation of current market conditions and the economic advantages to the NVTA.

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C. Underwriter Selection (if negotiated sale).

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~~1.i.~~ The NVTa will always use a formal, competitive, open selection process to choose an underwriter.

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~~2.ii.~~ The NVTa's Financial Advisor may not participate in any sale as an underwriter (senior manager, co-manager, or part of a syndicate) while under contract to ~~the Authority~~ NVTa or as otherwise prohibited by applicable Municipal Securities Rulemaking Board (MSRB) Rules.

~~3.iii.~~ The NVTa will determine the selection process for appointing any co-managing underwriters.

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~~4.iv.~~ The NVTa may competitively select a pool of underwriters who may be used to underwrite bond sales over a multi-year period. The period in which an underwriter can be used may exceed more than one financing and more than one year; the period of use will be established at the time of the initial underwriter selection.

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~~5.v.~~ Underwriter selection shall be conducted in accordance with applicable procurement statutes and procedures established by ~~the Authority~~ NVTa. A selection advisory committee shall include the Chief Financial Officer and other members appointed by the Executive Director, including at least three knowledgeable staff members from member jurisdictions, which will include the top three revenue contributing jurisdictions and a rotation of up to two of the remaining contributing jurisdictions. The Executive Director shall make every effort to ensure that each member jurisdiction is given the opportunity to participate in the selection process.

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D. Public Notices and Hearings.

~~1.i.~~ Notices of public hearing shall be published and public hearings held prior to ~~the Authority~~ NVTa approval of any debt issuance if required by and in conformance with federal law, where applicable, and the Virginia Code.

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~~2.ii.~~ The NVTa may impose additional notice requirements upon itself as a matter of practice to promote transparency. For example, NVTa may ~~shall~~ post any such notices of public hearing ~~to be published~~ on its website and in a paper or papers of general circulation within the jurisdictions embraced by the NVTa. ~~Regardless of whether such publication is required by federal or Virginia law;~~ provided that the failure to effect any such ~~local publication~~ additional notice requirement shall not invalidate any Authority action ~~unless the local publication is required by laws.~~

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IV.VI. Provisions Pertaining to the 30 Percent Share: The NVTa Role as a Conduit Issuer.

A. The NVTa may act as a conduit issuer for any member locality utilizing a separate Trust Indenture specifically for the member's issuance of debt secured by their 30 Percent Share. Member localities may agree to a Master Indenture with allowance for Supplemental Indentures specifically for the conduct of its initial and subsequent issues.

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B. Debt Service for any NVTa conduit debt issued for individual member localities may be paid directly to the member locality's trustee for an issue secured by the member locality's 30 Percent Share of NVTa revenues. Localities may pledge other revenues as needed. The aggregate of all revenues pledged must meet a minimum coverage ratio of 1.00 times.

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C. Localities may agree to a joint issue for projects that benefit more than one locality, however, such joint ventures shall at a minimum clearly establish jurisdictional shares and responsibility for debt service payments.

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D. Any debt issued by the NVTa directly for the benefit of an individual member locality must not have any impact on the NVTa's credit rating, debt capacity/affordability or marketing of other NVTa debt.

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E. Conduit debt issued by the NVTa on behalf of a locality shall not have any negative fiscal or operational impact on the NVTa or on any of the other member localities. The NVTa and its other member localities shall be protected in the event of default or non-appropriation by the obligated member.

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F. All costs of issuance will be borne entirely by the member locality in a manner of its choosing, which may include capitalization of such costs. The NVTa may charge a fee for its services in addition to normal costs of issuance.

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~~V.VII.~~ **Provision Pertaining to the 30 Percent Share: Operating Reserve.** ~~The Authority~~ NVTa will maintain an operating reserve account in the ~~Member Locality Distribution Fund~~ Operating Budget sufficient to fund to at least twenty percent (20%) ~~of then current fiscal year's budgeted~~ operating expenses. This operating reserve may be used, at the discretion of the NVTa's Executive Director, to cover unanticipated increases in ~~the Authority~~ NVTa's operating budget. If used, the Executive Director will present a plan to the NVTa Board for refilling the reserve during the next ensuing fiscal year budget process. ~~The Authority will invoice each member locality for their proportionate contribution necessary to refill the reserve to three months of operating expenses.~~

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~~VI.VIII.~~ **Investment Policies.** ~~The Authority~~ NVTa ~~will establish~~ adopted separate, written investment policies on December 11, 2014, and a copy of such policies is attached as Exhibit 2 for reference. NVTa ~~will maintain such policies~~ consistent with applicable sections of Virginia Code and ~~that to~~ provide for the maintenance of sufficient cash on hand to meet daily operating, capital and debt service requirements in conformance with the expected schedule and actual receipt of revenues from all sources.

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~~VII.IX.~~ **Debt Management Monitoring & Responsible Parties.**

A. **Post Issuance Compliance Procedures.** ~~The Authority~~ NVTa ~~will establish~~ maintain appropriate accounting and reporting procedures to ensure the timely payment of debt service, the satisfaction of all debt service coverage requirements and financial covenants

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and compliance with applicable federal tax and securities laws. ~~Prior to issuance of any tax exempt debt, On December 11, 2014, the NVT~~A will develop adopted two separate, written Post Issuance Compliance policies and procedures, and a copy of such~~Copies of these two policies are~~is attached as Exhibit 3 for reference.

- B. Arbitrage rebate compliance.** ~~The Authority~~NVT~~A~~ will sell the minimum amount necessary to meet construction requirements consistent with Federal arbitrage restrictions and comply with all necessary reporting requirements. ~~The Authority~~NVT~~A~~ will work with its member jurisdictions and other project owners to attempt to size its sale amounts so as to qualify for the two year spend down exception test.

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- C. Secondary market disclosure (Rule 15c2-12 compliance).** Continuing Disclosure shall at a minimum include the year-end financial audit ~~in addition to other documents and notices of the specific events~~ designated by ~~the Authority~~NVT~~A's continuing disclosure agreements.~~ ~~The Authority~~NVT~~A~~ shall ensure that any local jurisdiction constituting a "material obligor" with respect to any of ~~the Authority~~NVT~~A's~~ debt within the meaning of Rule 15c2-12 agrees to provide the continuing disclosure required under the Rule.

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- D.** The NVT's Executive Director or his/her designee will be responsible for the implementation of this Debt ~~Management~~ Policy with the advice and input from the NVT's legal counsel and Financial Advisor.

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- E.** The NVT's Executive Director and Chief Financial Officer will review and update this Debt ~~Management~~ Policy at least every ~~five (5)~~ three (3) years.

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Exhibit 1: Proforma Debt Service Coverage Calculation Methodology

Figures shown below are for illustrative purposes only.

- Annual ~~Regional NVTA Funds~~ Regional Revenues = (A) = \$210,000,000
- Debt Service on Senior Lien Debt = (B) = \$7,000,000
- Debt Service on Subordinate Lien Debt = (C) = \$1,000,000
- Debt Service Coverage Requirement for Senior Lien Debt = (A / B) = \$210,000,000 / \$7,000,000 = 30.0x
- Debt Service Coverage Requirement for Subordinate Lien Debt = ~~(A-B)~~ / (B + C) = ~~(\$210,000,000 - \$7,000,000)~~ / (\$7,000,000 + \$1,000,000) = ~~203.026.25x~~

Approved by Northern Virginia Transportation Authority: December 12, 2013

Amended: December 12, 2013 May 1, 2015

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Exhibit 2: Reference Copy of NVTA's Investment Policy dated as of ~~Insert date~~ December 11, 2014

Draft dated April 28, June 12, 17, 2015

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Exhibit 3: Reference Copy of NVTA's Continuing Disclosure and Post Issuance Compliance Policy, and Post Issuance and Tax Compliance Policy and Procedures, dated as of ~~insert~~ date December 11, 2014

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Scott York, Chairman – NVTA Finance Committee

DATE: June 19, 2015

SUBJECT: Financial Advisor Services Agreement

-
1. **Recommendation:** Approval of Financial Advisor Services Agreement as recommended by the NVTA Finance Committee.
 2. **Suggested Motion:** *I move approval of the proposed three year Financial Advisor Services Agreement with Public Financial Management, Inc. and authorize the Chief Financial Officer to sign the attached agreement as recommended by the NVTA Finance Committee.*
 3. **Background:** The Authority entered into an agreement with Public Financial Management, Inc. (PFM) on June 20, 2013 through a cooperative procurement with Prince William County. The focus of this agreement was analysis of financing capacity and options, preparation for rating agency presentations and analysis, preparation and execution of interim and permanent financing as well as general advisory services related to pre and post sale bond activities. Previously, PFM provided similar analysis and advice to the Authority during 2007 and 2008.

The Authority's entrance into the public finance market with interim financing and the Series 2014 Bonds was well advised by PFM as evidenced by strong first time bond ratings (Aa1,AA+,AA+), low interest costs on the interim and permanent financing and the oversubscription of the Series 2014 Bonds.

PFM performed extensive analysis for the Authority on debt vs. PayGo funding options, financial alternative and debt structures, debt service coverage thresholds and participated in foundational financial working group meetings. Much of this work was captured in a July 2013 report to the Authority. This report is foundational to recommendations for the future long range financial planning of the Authority.

Consistency is an important factor in the planning of financial activities and presentment of current and planned activities to the capital markets and rating agencies.

4. **Current Situation:** The current services agreement with PFM needs to be revised to reflect the transition from startup activities to ongoing advisory services with the expectation of future bond issuance and the development of a long term plan of finance consistent with a six year transportation project plan.

An updated procurement rider was made available from Prince William County. Based on this rider, and the future needs of the Authority, a new scope of work was developed with PFM. This scope of

work covers a three year period through May 31, 2018 and covers on-going advisory services related to future debt financing activities.

Attachment: Financial Advisory Services Agreement with PFM



The PFM Group

Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

4350 North Fairfax Drive Suite 580
Arlington, VA 22203-1636
703 741-0175
703 516 0283 fax
www.pfm.com

XII. ATTACHMENT

May 29, 2015

Michael Longhi
Chief Financial Officer
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200
Fairfax, Virginia 22031

Dear Mike:

On behalf of The PFM Group ("PFM"), I am pleased to submit this engagement letter to continue assisting the Northern Virginia Transportation Authority ("NVTA") with its financial advisory needs, including any financing activities or related assignments. The firm welcomed the initial opportunity to work with the NVTA and its stakeholders in 2007 and was delighted to advise NVTA as it accomplished two key milestones in 2014: obtaining its inaugural credit ratings of Aa1/AA+/AA+ and successfully selling its first series of revenue bonds in the public market.

As you know, PFM has served as financial advisor to the NVTA since 2007, and in December 2014, we concluded most of an initial scope of work dated June 20, 2013 (the "Initial Scope") designed to enable NVTA to enter the capital markets to finance an initial tranche of projects approved by the NVTA Board on July 24, 2013. At this time, NVTA desires for PFM to continue to provide on-going financial advisory services described herein. The balance of this letter sets forth a detailed scope of work, including the project team and compensation proposal for your consideration.

Scope of Work

Based on our previous discussions, it is our understanding that the NVTA is seeking PFM's assistance with a broad scope of financial advisory work that NVTA may need over the period commencing on July 1, 2015 and ending on May 31, 2018. This scope may include activities associated with the issuance of long term bonds, interim financing or other types of financing, on-going advice sought by NVTA on its various financial matters, the review and analysis of financial policies and development of a long term plan of finance to align with NVTA's development of a multi-year capital improvement plan. The scope of work is presented below.

Interim Financing

As you know, PFM advised NVTA regarding the implementation of interim financing in the form of a line of credit in June, 2014. Should NVTA determine to pursue a similar approach in the future, PFM proposes the following scope of work:

- a) Draft a line of credit request for proposals (RFP), to include an appendix of key credit information regarding NVTA
- b) Recommend a distribution list for the RFP including market providers of the line of credit and firms which have provided favorable proposals for such facilities to NVTA Member Jurisdictions
- c) Evaluate and summarize proposals received by NVTA in response to its RFP
- d) Provide input and technical support to the efforts of the NVTA Selection Advisory Team who will conduct an evaluation of the proposals



- e) Conduct any necessary follow up with proposers to gather additional information, as needed
- f) Support NVTa and its legal counsel in the negotiation of documentation, including covenants and other matters, related to the line of credit
- g) Advise NVTa as to the structure (interest rate, maturity, etc.) of any draws on the line
- h) Coordinate the efforts of the working group, including the preparation of financing schedules and working group distribution lists
- i) Review legal documents prepared by the line of credit bank's counsel, NVTa's Council of Counsels, and/or NVTa's bond counsel to facilitate the closing of the facility
- j) Attend meetings and conference calls, as necessary

Long Term Public Bond Issuance

As NVTa develops a long range plan of finance to align with the timing of projects in its capital improvement plan, it may decide to pursue additional long term permanent financing pursuant to its Master Indenture of Trust dated as of December 1, 2014. PFM would lead and manage the bond transaction process in accordance with the following scope of work:

- 1) Develop and manage to a comprehensive financing schedule
- 2) Manage the transaction and coordinate the activities of the financing team, minimizing NVTa staff's administrative burden
- 3) Participate in financing team calls and meetings
- 4) Attend Debt Sub-Committee/Advisory Team meetings, NVTa Board meetings, NVTa Finance Committee meetings and other meetings or calls, as requested
- 5) Develop a recommended plan of finance and structure the bond issue reflecting NVTa objectives, market conditions, industry standards and credit factors
- 6) Prepare financial analysis, bond sizings and other quantitative factors pertaining to the plan of finance and structural features of the bonds
- 7) Review bond sale documentation, as prepared by legal counsel, and make recommendations as appropriate. This documentation may include (but not be limited to) the preliminary official statement, official statement, master indenture, supplemental series indentures, Board resolutions, tax and closing certificates, and other financing documents.
- 8) Develop RFPs, obtain proposals and recommend financial printers, bond trustees, escrow agents, feasibility consultants (if any), credit enhancers and similar vendor services, as appropriate
- 9) Formulate and advise regarding credit strategy
 - a) Determine appropriate credit and ratings strategy
 - b) Coordinate and attend meetings with rating agencies
 - c) Provide outline and agenda for the rating presentation
 - d) Design and prepare materials for presentation
 - e) Recommend presentation messaging and format
 - f) Conduct rehearsal of presentation
 - g) Provide "what to expect" and "opposition prep" type advice and guidance to presentation participants
 - h) Coordinate dialog with the rating agencies throughout the process
- 10) If necessary, formulate, advise & implement a credit enhancement strategy
 - a) Analyze cost effectiveness of credit enhancement
 - b) Determine appropriate credit enhancement strategy
 - c) Coordinate meetings/calls with credit providers, as appropriate



- d) Implement process to secure bids from credit providers, as appropriate
- e) Negotiate provisions of credit enhancement, if any
- 11) Develop and conduct informational meetings with institutional investors, as needed
- 12) Recommend a negotiated or competitive sale
 - a) If the sale is competitive:
 - i) Ensure the preliminary official statement and notice of sale is circulated to the broadest, yet targeted underwriting audience
 - ii) Structure the bonds to ensure optimal marketability
 - iii) Draft the notice of sale, to include crafting bid parameters matching NVTAs financial objectives and balancing market appetite
 - iv) Conduct presale marketing efforts, including but not limited to calls to underwriters and prospective bond buyers to provide information and address questions
 - v) Organize and attend receipt of bids
 - vi) Determine the true interest cost and make a recommendation to accept or reject bids
 - b) If the sale is negotiated:
 - i) Assist with development, issuance, and evaluation of responses to an RFP for underwriting services
 - ii) Advise on selection of the senior managing underwriter and underwriting syndicate including the use of co-managers, and appropriate order period policies
 - iii) Review pricing and relevant market data prior to the sale including comparable information to develop an appropriate pricing target for NVTAs bonds
 - iv) Lead negotiations with the underwriter during the pricing process
- 13) Assist with closing the transaction
 - a) Draft closing memorandum outlining each closing wire
 - b) Review and comment on the final official statement and closing documents
 - c) Furnish final debt service schedules and other financial schedules as needed
- 14) Prepare a post-sale report that describes the essential elements of the transaction and its outcome

Development of Long Term Plan of Finance

As you know, NVTAs is in the process of compiling its Six Year CIP, and the Board has selected projects for funding during the fiscal years 2014, 2015 and 2016. Additionally, NVTAs is commencing the update process for its long range comprehensive plan, known as Transaction2040, a process which is expected to span at least a year, if not two.

As NVTAs continues this project planning, prioritization and selection process, it will seek to simultaneously develop a multi-year long range plan of finance to identify sources of funds to match the planned capital expenditures. This effort will build upon the initial financial effort undertaken by PFM in July 2013 and presented to the NVTAs board in July, 2013, however, it will be more specific and detailed given the capital and project planning developments to date. This effort will identify an optimal mix of pay-as-you-go vs. debt sources and financing strategies to meet NVTAs expected cash flows, consistent with NVTAs debt and reserve policies and maintenance of its credit ratings. Additionally, the outcome of such effort will identify a range of NVTAs total project funding capacity under a range of assumptions and scenarios while providing a future-looking strategic financial roadmap for NVTAs various stakeholders including the credit rating agencies as well as current and potential investors.



The strategic financial plan will be documented through a combination of analytical models and a comprehensive PowerPoint document. Similar to the effort in July 2013, PFM will provide presentations as necessary to the NVTa Finance Committee, NVTa Board and other stakeholder groups throughout the course of the development of this plan. Lastly, PFM would recommend meetings or conference calls with the rating agencies at the conclusion of this financial planning effort (even if a bond issuance is not planned) to communicate its long term strategic financial plan. As you know, this element of NVTa's financial strategy was still "under construction" during the initial meetings with the rating agencies in 2014, yet it represents an important part of their analysis warranting timely communication with the credit analysts.

On-Going Advisory Services

In pursuing its organizational mission to fund capital projects, NVTa may require assistance from PFM from time to time with various tasks related to and in support of potential, future financings. The following list describes some potential tasks that NVTa may request of PFM over the course of this engagement:

- a) Review and comment regarding various interlocal or other agreements
- b) Coordinate with and advise the NVTa staff, the Council of Counsels and Bond Counsel with regard to the financial/credit rating/bond market aspects of any legal matters and/or legislative strategy
- c) Review and comment regarding the NVTa's cash flow model
- d) Review, comment and assist with development of various of NVTa's adopted policies or procedures, including but not limited to NVTa's debt policy, reserve policies, and/or investment policies
- e) Perform annual credit assessments of NVTa's credit metrics consistent with rating agency criteria and facilitate an annual credit surveillance process with rating agencies in between bond issuance (next expected in Fall 2015)
- f) Participate in regional working group meetings and efforts upon request
- g) Attend regular meetings of the Finance Committee and Board
- h) Monitor NVTa's debt portfolio for refinancing opportunities
- i) Review financial strategies and concepts submitted to NVTa by third parties (such as NVTa's underwriters) upon request
- j) Once initially established, annually review and update NVTa's long term plan of finance

Note that the investment policy review portion of scope of service item d would be performed by professionals in PFM Asset Management LLC (PFMAM), an affiliate of Public Financial Management, Inc. (which is a registered Municipal Advisor with the MSRB and SEC) pursuant to a separate, written directive from NVTa. PFMAM is registered under the Investment Advisors Act of 1940, and provides investment advice and portfolio management for governmental and not-for-profit organizations.

Project Team

PFM will continue to staff this engagement with a mix of individuals from our Arlington, Virginia office who have been working with NVTa to date.

I will serve as engagement manager for this assignment and will oversee the project to ensure that appropriate PFM resources are deployed as needed. I will also serve as the primary project manager and day-to-day contact with primary transaction and technical support from Kristy Choi, Sr. Managing Consultant.



Additionally, the PFM team will include Sarah Frey, Director, Melvin Waldrop, Senior Managing Consultant and Hannah Mayhew, Sr. Analyst from PFM's Arlington office, who will provide technical and analytical support as needed. These individuals are part of the PFM teams that have provided day-to-day support to several of the member jurisdictions of NVTa, including Arlington County, Fairfax County, Prince William County and the City of Manassas on their debt transactions and other financial matters. Kevin Rotty, a Managing Director with PFM in our Richmond office, will provide senior project support as needed.

To augment the expertise of the core team here in Northern Virginia advising the NVTa, we will draw upon specialized, expert resources around the firm relevant to NVTa's scope of services requested. The leader of PFM's Transportation Practice, David Miller, Managing Director, will provide subject matter expertise to the PFM team as needed. Mr. Miller is based in PFM's Orlando office and advises some of the nation's largest transportation agencies similar to NVTa. Mr. Miller also has a long history advising transportation clients in Virginia as well. His clientele includes the Hampton Roads Transportation Planning Organization (and its predecessor entity, the Hampton Roads Planning District Commission), the Chesapeake Bay Bridge and Tunnel District, the City of Chesapeake (VA) Expressway, the North Carolina Turnpike Authority, the Kentucky Public Transportation Infrastructure Authority and the South Carolina Transportation Infrastructure Bank, among many others.

The core PFM team will also draw upon the specialized expertise of PFM's Pricing Group during the pricing of NVTa's bonds. Our Bond Pricing Group provides centralized access to market information and trends, cultivates direct professional peer-to-peer relationships with underwriting desks, and fosters better outcomes for new clients during the negotiated underwriting process. The Pricing Group is led by Todd Fraizer, Managing Director, who has advised on over \$100 billion of bond transactions for our clients.

Finally, Nelson Bush, Managing Director, Craig Robinson, Senior Managing Consultant and Katia Frock, Director offer investment management and arbitrage rebate/post issuance compliance expertise with a focus on investing public funds in the Commonwealth. These individuals, via PFM's affiliate, PFM Asset Management LLC manage the Virginia State Non-Arbitrage Program ("SNAP"). Mr. Bush, a representative of that program, is located in the Arlington, Virginia office along with Mr. Robinson and works closely with the financial advisory team. As such services are needed, these professionals will be available to NVTa.

Compensation Proposal

PFM proposes to be compensated in phases to match the progression of activities under the scope of work.

Existing Financings

For services related to the development and implementation of a line of credit as an interim financing strategy, PFM proposes a transaction fee of \$42,000 plus out of pocket expenses. We estimate out of pocket expenses would not exceed \$2,000.

For the tasks associated with the development and implementation of any long term financing under NVTa's existing Master Indenture of Trust, PFM proposes a transaction fee of \$184,000 plus out of pocket expenses. Depending on the venue for NVTa's rating agency meetings, bond pricing and bond closing, our estimate for out of pocket expenses would vary from \$5,000 to \$10,000. We would provide a more concrete estimate closer to sale. Should an interim financing or permanent financing schedule be delayed beyond what is anticipated at the time of mobilization/kick of the transaction, PFM will invoice NVTa for that percentage of work complete at the time of the work delay or stoppage.



New Financings

For new credit/borrowing programs that may be developed, PFM would propose a compensation structure for NVTAs consideration at the time such credit and legal structure is known. Such compensation structure would reflect the complexity of such program and time line for development, among other factors.

Related Services and Compensation

In addition to advising on any bond transaction, PFM is often called upon to perform many additional duties. These duties may include structuring and implementing refunding escrows, structuring debt service reserve and debt service payment fund investments, executing investment liquidation, and other related services. Services for any structured product engagement, such as escrow structuring and procurement, escrow restructuring, or investment agreement, will be provided exclusively by PFM Asset Management LLC, ("PFMAM"). Additionally, the same approach would apply should NVTAs seek investment advisory services.

Lastly, should NVTAs request interest rate swap (or other hedging instrument or derivative) advisory services including, but not limited to interest rate swap structuring or procurement, such services would be provided by our group professionals at PFM dedicated to this complex area. This group is organized as PFM Swap Advisors LLC ("PFMSA"). PFMSA is an Independent Registered Municipal Advisor registered under the applicable SEC Rules, and a Commodity Trading Advisor ("CTA") registered with the Commodity Futures Trading Commission ("CFTC"). PFMSA is an affiliate of Public Financial Management, Inc. and PFMAM.

Separate fees for any of the above described related services will be negotiated and agreed to in writing prior to our undertaking any specific engagement since the actual fee will depend on the nature of the work. For example, structuring an escrow portfolio of State and Local Government Securities (SLGs) is less complex than one of open market Treasury securities. Likewise, structuring an advance refunding escrow differs in complexity and nature from implementing the competitive or negotiated procurement of an interest rate swap. PFM fully discloses all fees related to any transaction.

On-Going Advisory Services

For services related to the potential issuance of bonds (but which may occur in advance of a transaction process) including but not be limited to financial planning services, analysis of financing alternatives, formulation of debt and financial management related policies, development of financial plans, assistance with rating agency surveillance (outside the course of a bond sale), and advice regarding special projects, PFM proposes an annual retainer. Utilization of the retainer would be based on the hourly rates shown in the table below, and subject to annual escalation in accordance with the CPI-U index (not to exceed 3% in any given year). To the extent that NVTAs utilization of PFM services exceeds the retainer, our services would be compensated at our hourly rate schedule.



As you know, PFM's engagement with NVTa has been executed as rider to our existing contract with Prince William County, Virginia, dated as of May 18, 2007, as amended and extended from time to time. The hourly rate schedule below matches the current provisions of the Prince William contract:

Experience Level	Rate per Hour
Managing Director	\$309
Director	\$257
Senior Managing Consultant	\$257
Senior Analyst	\$195
Analyst	\$195
Associate	\$128

Many of our clients find an annual retainer provides budgetary certainty and is well suited to our day-to-day interactions. PFM proposes an annual retainer of \$72,000 to commence with NVTa's fiscal year 2016 (July 1, 2015 to June 30, 2016). Compensation under the annual retainer would be invoiced quarterly in arrears. As you know, PFM is currently assisting NVTa with a review and update of its debt policies. Such work will continue and is expected to be completed not later than December 31, 2015. PFM proposes to be compensated for this specific assignment via the retainer structure. In recognition of this arrangement, for the initial year of the retainer (FY2016), PFM will submit NVTa a retainer invoice on or about December 1, 2015, or such earlier date as may be requested by NVTa and agreed to by PFM.

Development of Long Term Plan of Finance

For the development of NVTa's initial multi-year financial plan (matching its multi-year capital project plan) described herein, PFM proposes a fixed amount of \$92,000 plus any out of pocket expenses. After the long range plan of finance is developed, annual updates to the long term plan of finance would be compensated via the annual retainer.

Out of Pocket Expenses

In addition to the professional compensation described above, PFM would expect to be reimbursed at cost for travel, meals, lodging, computer, communications, reproduction, graphics, express mail, legal fees, and any other miscellaneous costs incurred in serving NVTa. Appropriate documentation and third party receipts will be provided with each invoice. All PFM financial analyses will be undertaken internally, primarily using software prepared by PFM professionals. PFM would not charge the NVTa for the development or use of this software.



If this engagement letter is acceptable to you, please sign the attached signature page and return it to me. Please feel free to call me with any questions or comments. I look forward to continuing PFM's relationship with NVTa in the future.

Sincerely,
Public Financial Management



JoAnne Carter
Managing Director



On behalf of NVTa, I agree to the terms described in the above letter dated May 29, 2015 pertaining to the provision of on-going advisory services.

Accepted by:

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

Authorized Signature

Title

Date

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: Scott York, Chairman – NVTa Finance Committee

DATE: June 19, 2015

SUBJECT: Employee Disability Insurance

-
1. **Recommendation:** Approval of the Employee Disability Insurance Program as recommended by the NVTa Finance Committee.
 2. **Suggested Motion:** *I move the approval of the Employee Disability Insurance Program and authorize the Chief Financial Officer and/or Executive Director to sign policy documents and applications as recommended by the NVTa Finance Committee.*
 3. **Background:** When establishing the Authority's retirement benefit program with the Virginia Retirement System (VRS), the program documentation and web site indicated a disability insurance program for all employees would be available. Upon presentment of the draft VRS disability insurance forms for review, the Authority was notified that the program had ended for VRS Plan 1 and Plan 2 participants (the VRS web site and documentation had not been updated). The Authority has two staff members in Plan 1, one staff member in Plan 2 and three staff members in Plan 3.

Since that time, Authority staff have sought to obtain disability insurance for all staff. These efforts were hampered by, among other issues:

- The Authority not having ten or more employees, which is a bench mark for most programs.
- Existing coverage of Plan 3 employees in the VRS program.
- Relative high quantity of senior professional level staff positions at the Authority relative to many groups having a significant number of non-professional.
- Costs of coverage relative to the benefits provided.
- Coverage costs exceeding the Authority budget.

Several avenues to gain access to insurance and constrain costs were investigated. These actions include investigating using a pool or consortium approach with other organizations. We also investigated using a cooperative procurement arrangement through member jurisdictions. While member jurisdictions and agencies were supportive in this effort, the legal and transaction barriers were insurmountable.

NVTa staff approached the existing VRS disability insurance contractor, UNUM, directly. The result of this effort is the development of a combination of insurance policies, which will provide coverage for all NVTa staff within the budget estimate originally established for participation in the VRS program. A key ingredient of this coverage was UNUM's willingness to adjust the cost of the

program to provide coverage for the Plan 1 and Plan 2 employees without having to effectively pay double for the Plan 3 employee's coverage already provided through VRS.

4. Summary:

The coverage provided through UNUM is within the approved Authority Budget for FY2016 and would become effective in July 2015. Coverage amounts will provide effective income protection to the NVTa staff members in the case of a long term disability.

Attachment: UNUM Supplemental Individual Disability Insurance Plan



Supplemental Individual Disability Insurance Plan

*Coverage underwritten by the
following subsidiary of Unum*

**Provident Life and Accident
Insurance Company**
1 Fountain Square
Chattanooga, TN 37402

**Unum Life Insurance
Company of America**
2211 Congress Street
Portland, ME 04122

**Provident Life and Casualty
Insurance Company**
1 Fountain Square
Chattanooga, TN 37402

www.unum.com

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and marketing brand of Unum
Group and its insuring
subsidiaries.

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June 10, 2015

Developed Specifically For:

Northern Virginia Transportation Authority
Case #161475

Presented by:

Adam M. Hull

Prepared by:

Jiggy E Smaha
Washington DC Sales Office

Plan Offering

Thank you for considering Unum for your Supplemental Individual Disability Insurance Plan. Enclosed with your plan offering are detailed plan specifications and an offer request document. Unum is pleased to partner with Northern Virginia Transportation Authority to provide these benefits to your employees. Specifically, your customized plan design includes:

Guaranteed Standard Issue (GSI) & Guaranteed To Issue (GTI) Supplemental Individual Disability Insurance Plan

Eligibility	All Full-Time Staff Employees (6 Eligibles)
Insurable Income	Base Salary
Plan Design	75% of monthly insurable income less LTD to amount of the GSI offer
LTD Plan	Unum: 60% of Base Salary to a maximum of \$6,000, 100% Employer Paid/Taxable
GSI Benefit Maximum	\$3,000
GTI Benefit Maximum	\$2,000
Elimination Period	90 days
Benefit Period	To Age 67
Contract Type	Income Series 750
Contributory Status	Employer Paid/Taxable
Participation Requirement	100% of all eligible lives (6 lives initial enrollment)
Discount	20% Multilife
Optional Additional Benefits:	Residual Disability - Full Benefit Period
	Catastrophic Disability Benefit - 5% to \$5,000 (not to exceed 100% income replacement)
	Guaranteed Coverage Increase (GCI) - Annual to cap of GSI offer



Northern Virginia Transportation Authority

Supplemental Individual Disability Insurance Plan

Contract Benefits

Income Series 750 Non-Cancellable Contract

Benefit Period

To Age 67

Elimination Period

Benefits begin after a waiting period of 90 days

Income Replacement for Total Disability

- **1st Two Years of Disability:** a monthly income benefit will be paid if you are totally disabled in your occupation, which means you are unable to work in your occupation, not working in any other occupation, and are under the care of a physician
- **Remainder of Your Benefit Period:** after Your Occupation Period of 2 years, pays if, due to injuries or sickness, you are unable to perform the material and substantial duties of any occupation, and are under the care of a physician
- **2 Years Mental Disorder Benefit**

Return-To-Work Benefits

- **Rehabilitation Benefit:** can help you regain your self-sufficiency as soon as possible. While you are disabled and receiving benefits, we may pay rehabilitation expenses not covered by other benefits
- **Work Incentive Benefit:** when you return to work, you will receive a short-term incentive for up to 3 months equal to the difference between your prior income and your current income, for up to 100% income replacement (subject to the maximum benefit amount)
- **Residual Disability Benefit:** you must be under a doctor's care to be eligible for this benefit, which can pay for up to the end of your benefit period. You don't have to be totally disabled to be eligible, but you must still either lose time (due to injury or sickness) from your job or be unable to perform some of your job requirements and incur a loss of earnings of at least 20%

Other Features

- **Voluntary Suspension During Unemployment:** premium payments can be suspended for up to one year from date of unemployment. Any loss incurred during the suspension period is not covered

Optional Benefits

- **Guaranteed Coverage Increase:** (available up to age 75) allows employer or employees to increase monthly benefit without evidence of medical insurability up to the GSI Benefit Maximum as salary increases occur
- **Catastrophic Benefit:*** provides an additional benefit in the event of catastrophic disabilities that are likely to increase your living expenses (your insurance professional can provide information on physical conditions that apply)
**Not available in CT, GA, NH, TX and VT*
- **Presumptive Benefit:*** provides an additional benefit in the event of presumptive disabilities that are likely to increase your living expenses (your insurance professional can provide information on physical conditions that apply)
**Only available in CT, NH, TX and VT*
- **Disability Protection Benefit:*** provides an additional benefit in the event of catastrophic disabilities that are likely to increase your living expenses (your insurance professional can provide information on physical conditions that apply)
**Only available in GA*

This information is not intended to be a complete description of the insurance coverage available. The policy or its provisions may vary or be unavailable in some states. Contract Provisions, Features and Optional Benefits are based on our standard published issue ages. The policy has exclusions and limitations that may affect any benefits payable. For complete details of coverage and availability, please refer to Policy Form Income Series 750 and contact your Unum representative.



Northern Virginia Transportation Authority

Supplemental Individual Disability Insurance Plan

Plan Specifications

TERMS & CONDITIONS

Who is eligible	<p>This offer is extended to all eligible individuals (as defined under "Eligibility" on page 1) who are U.S. citizens or permanent U.S. residents possessing a green card.</p> <p>For a period of time commencing 180 Days prior to and including the date of application, applicants must not have missed one or more days of work or been homebound or admitted to a medical facility due to injury or sickness, or had any restrictions or limitations on their ability to work on a full time basis (30 hours or more per week) due to injury or sickness.</p>
Basis of Issue	<p>Guaranteed Standard Issue:</p> <p>A standard offer means no modifications can be made to the contract's elimination period, benefit period or monthly benefit amounts to adjust for a pre-existing medical condition. Coverage is issued as applied for medically. Under a standard offer, we waive the right to rate or rider the amount of coverage issued up to the guaranteed standard monthly benefit amount.</p> <p>Guaranteed To Issue:</p> <p>A Guaranteed-To-Issue (GTI) offer means modifications may be made to the contract in the form of exclusions (riders) and/or the use of extra premium (rating). The elimination period, benefit period, included optional benefits and monthly benefit, however, will not be modified due to any pre-existing medical condition, nor will any individual be denied this coverage provided they meet the eligibility criteria outlined within this letter.</p> <p>If the Catastrophic Disability benefit is included in the offering, all applicants will be asked questions for current Activities of Daily Living (ADL) losses. If any ADL loss or applicable pre-existing condition exists on the date of the application, no Catastrophic Disability benefit will be included in the policy.</p> <p>Similarly, if the Serious Illness Benefit is included in the offering, applicants will be asked questions pertinent to the underwriting of this benefit. A yes answer to any of those specific questions will result in no Serious Illness Benefit being included in the policy.</p> <p>The IDI benefit will coordinate with any other disability coverage applied for; and any disability coverage already in force.</p> <p>Coverage applied for on a GSI basis cannot exceed this plan design and total coverage to be in-force (includes Group Long Term Disability and Individual Disability Insurance) cannot exceed our issue and participation limits.</p> <p>The GSI benefit may be directly reduced by any in force individual coverage that was issued by Unum or its affiliated companies on a GSI basis. Unum will not participate with any other active employer-sponsored individual disability GSI program that provides long-term coverage through a non-cancellable or guaranteed renewable contract.</p> <p>Minimum policy size is \$300 - must financially qualify.</p> <p>Any additional amounts purchased beyond this offer amount will be considered to be outside the plan design and subject to our normal medical and financial underwriting guidelines.</p>
Financial Requirements	<p>We will accept a company-provided census (electronic preferred) listing employee name, date of birth, job title, date of hire and compensation (defined as Insurable Income on Page 1) as income documentation. For purposes of insurable income, base salary is defined as stable annual salary. Variable compensation may include bonus, commissions, K-1 earnings and other forms of incentive compensation, and is defined as a two-year average of compensation or last year's if less. If only a one-year history of variable compensation documentation is available due to an individual not having been employed long enough to generate a two-year history, we will consider 75% of the variable compensation as insurable. Insurable income should be broken down into base salary and variable compensation in the census, if applicable.</p>
Application Type	<p>Net Worth and Unearned Income considerations will be disregarded.</p> <p>GSI App Form: AE-1090 (short form GSI)</p> <p>GTI App Form: AE-1091 (short form GTI)</p>



Northern Virginia Transportation Authority

Supplemental Individual Disability Insurance Plan

OFFER REQUEST

- This offer must be signed and received by Case Design Underwriting **before Offer Request is accepted.**
- Written request for this offer must be received by August 27, 2015.
- The above offer is contingent upon current ratebook and state regulations in effect at application time. Any change in plan design, eligibility/participation requirements, premium payer, etc. requires written approval by Case Design Underwriting.

EMPLOYER AND BROKER

OBLIGATIONS/ENROLLMENT PROCESS

- Unum will be provided with a full census (name, job title, date of hire, insurable income, DOB, gender and employee Social Security Number) that will allow for the development of personalized enrollment materials including pre-printed applications for each employee.
- The communication strategy will encompass an employer endorsement letter, the distribution of personalized enrollment materials for each employee and follow-up to each employee to review their personalized benefit proposal.
- All applications must be submitted within 90 Days from the date of this offer request. After the initial enrollment, new eligibles must apply for coverage within an agreed upon enrollment schedule.
- Employees who enroll and fully participate in this plan will have the opportunity to update their coverage within the plan design and benefit maximums during a scheduled annual or biannual enrollment period.
- If the required participation is not achieved, the offer becomes void.
- The Employer agrees with respect to policies issued by the Insurance Co. to certain salaried/wage earning employees:
To pay in full the required premiums (100% Employer Pay) for such policies and to remit such premiums to the Insurance Co. when due (refund check will be sent to the Employer if there is an overpayment).

OFFER REVIEW PROCESS

This offer will be reviewed every two years and remains in effect subject to our review of the plan design, persistency and overall case success. We may request current case information and census listing eligible individuals, dates of birth, job title and current income to complete our review. Although we do not anticipate doing so, we reserve the right to withdraw or modify this offer at any time. Factors such as experience, non-adherence to offer terms or availability of contract type could make this necessary. Also, as the amount of this offer was based on the plan design incorporating Unum LTD, we will reserve the right to modify our offer if there is a change in the group LTD carrier. When appropriate, the Company will provide 90-days notice in advance of any anticipated change to this offer.

We are privileged that you have selected Unum to meet your employees' income protection needs. We appreciate the opportunity to serve you and your employees, and we look forward to a continuing relationship.



Northern Virginia Transportation Authority

Supplemental Individual Disability Insurance Plan

Offer Acceptance

OFFER ACCEPTANCE

On behalf of Northern Virginia Transportation Authority, I request the offer outlined above and understand that these specifications are only available through the broker to whom this letter is addressed.

DISCLOSURE REMINDER REGARDING BROKER COMPENSATION

Your insurance or benefits advisor can offer you advice and guidance as you select the policy and provider most appropriate for your needs. At Unum we recognize the important role these professionals play in the sale of our products and services and offer them a variety of compensation programs. Your advisor can provide you with information about these programs as well as those available from other providers. We support disclosure of advisor compensation so that customers can make an informed buying decision.

If you would like additional information about the range of compensation programs our company offers, you can find more details at www.unum.com. Unum provides employers with the premium and commission information needed to complete Schedule A on Form 5500 for group insurance as may be required under ERISA. You may request similar information for ERISA reporting purposes for other insurance policies, such as Voluntary Benefits or Individual Disability. If you would like to request such information or if you have other questions, or if you would like to speak to us directly about advisor compensation, please call Broker Compensation Services at 1-800-633-7491.

At Unum, we recognize and support full transparency and disclosure of compensation. Unum Enrollment Representatives are licensed as insurance producers; they represent and act on behalf of Unum. Enrollment Representatives do not receive compensation based in whole or in part on the sale of insurance to you. If you have questions, contact your Unum IDI Executive Benefits Representative.

(signature)

(signature)

Adam M. Hull

Position and Title
(type or print clearly)

Date

Broker of Record

Date

cc: Michael J. Plourde, Underwriting Consultant - IDI Case Design Underwriting

Northern Virginia Transportation Authority Revised 2015

13

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 Scope for Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded project for the City of Alexandria

DATE: June 19, 2015

1. **Purpose.** To seek Authority approval of the City of Alexandria request to change the project scope for a previously approved Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded project.
2. **Suggested Motion:** *I move approval of the change in project scope for a Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded project for the City of Alexandria.*
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 June 4, 2015, the City of Alexandria requested approval to change the project scope of the following previously approved CMAQ and RSTP project to reflect the current scope of work:

- Proposed Project Name: Citywide Bicycle Parking Facilities and Amenities (UPC 103457): The project is currently for the design of bicycle facilities at Metrorail stations only. The City would like to expand the scope of work to include bicycle parking facilities at non-Metrorail locations, including corridors with high transit use. The project would include siting of these locations and development of bicycle rack installation specifications. The project would also include installation of bicycle racks, lockers or other storage facilities, and could include purchase and installation of public bicycle fix-it stations near bicycle parking. The total project funding would remain at \$130,000. The City is requesting that \$20,000 be used for Preliminary Engineering and

siting of bicycle parking locations and VDOT expenses. The remaining \$110,000 would be used for the purchase of bicycle parking equipment, including fix-it stations, and the installation of this equipment.

At its meeting on June 11, 2015, the JACC recommended approval of the City of Alexandria request.

Attachment(s): Draft Letter to VDOT NOVA District Administrator Cuervo
Request Letter from the City of Alexandria

Coordination: Jurisdiction and Agency Coordinating Committee



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

June 25, 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 Scope for Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded project for the City of Alexandria

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 June 4, 2015, the City of Alexandria requested approval to change the project scope of the following previously approved CMAQ and RSTP project to reflect the current scope of work:

- Proposed Project Name: Citywide Bicycle Parking Facilities and Amenities (UPC 103457). Proposed Scope of Work: Facilities of Bicycle Parking, Storage, and Repair
-- The project is currently for the design of bicycle facilities at Metrorail stations only. The City would like to expand the scope of work to include bicycle parking facilities at non-Metrorail locations, including corridors with high transit use. The project would include siting of these locations and development of bicycle rack installation specifications. The project would also include installation of bicycle racks, lockers or other storage facilities, and could include purchase and installation of public bicycle fix-it stations near bicycle parking. The total project funding would remain at \$130,000. The City is requesting that \$20,000 be used for Preliminary Engineering and siting of bicycle parking locations and VDOT expenses. The remaining \$110,000 would be used for the purchase of bicycle parking equipment, including fix-it stations, and the installation of this equipment.

Ms. Helen Cuervo
June 25, 2015
Page 2 of 2

On June 25, 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, NVT
Jan Vaughn, Transportation Planning Section, VDOT
Yon Lambert, AICP, City of Alexandria Director, Transportation & Environmental
Services



**DEPARTMENT OF TRANSPORTATION
AND ENVIRONMENTAL SERVICES**

**P.O. Box 178 - City Hall
Alexandria, Virginia 22313
703.746.4025**

alexandriava.gov

June 4, 2015

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

Re: Revisions to the City of Alexandria's Bicycle Parking at Metro Rail Stations project

Dear Ms. Dominguez,

The City of Alexandria (the City) requests the approval of the Jurisdictional and Agency Coordinating Committee (JACC) and the Northern Virginia Transportation Authority (NVTA) to change the project scope for previously approved CMAQ and RSTP project UPC 103457 to reflect the current scope of work:

Proposed Project Name: Citywide Bicycle Parking Facilities and Amenities (UPC 103457)

Proposed Scope of Work: Facilities for Bicycle Parking, Storage and Repair

The project is currently for the design of bicycle facilities at metro rail stations only. The City would like to expand the scope of work to include bicycle parking facilities at non-metro rail locations, including corridors with high transit use. The project would include siting of these locations and development of bicycle rack installation specifications. The project would also include installation of bicycle racks, lockers or other storage facilities and could include purchase and installation of public bicycle fix-it stations near bicycle parking.

The total project funding would remain at \$130,000. The City is requesting that \$20,000 be used for Preliminary Engineering and siting of bicycle parking locations and VDOT expenses.

Noelle Dominguez

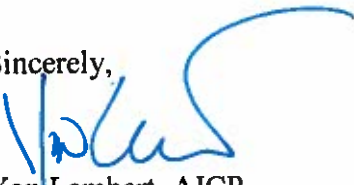
June 4, 2015

Page 2

The remaining \$110,000 would be used for the purchase of bicycle parking equipment, including fix-it stations, and the installation of this equipment.

Thank you for your assistance in this matter. Please feel free to contact Sandra Marks at 703.746.4147 or Hillary Poole at 703.746.4017 on my staff should you have further questions.

Sincerely,



Yon Lambert, AICP

Director

Transportation & Environmental Services

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Scott York, Chairman – NVTAFinance Committee

SUBJECT: June 2015, Finance Committee Report

DATE June 19, 2015

1. **Purpose.** To provide a monthly report of the activities of the NVTAFinance Committee.
2. **Comments.** The Finance Committee last met on June 19, 2015. The next Committee meeting is scheduled for July 17, 2015. Actions from the June 19th meeting include:
 - a. **Financial Advisor Agreement.** The committee received a briefing on the revised three year Financial Advisor Service Agreement. The committee recommends approval of the agreement.
 - b. **Debt Policy Update.** The committee received a briefing and reviewed the draft revisions to the debt policy. The committee recommends approval of the updates to the Debt Policy.
 - c. **Employee Disability Insurance.** The committee received a briefing on efforts of NVTAFinance staff to obtain Employee Disability Insurance. The committee recommends approval of the Employee Disability Insurance Policy.
 - d. **NVTAFinance Monthly Revenue Report.** The committee received and reviewed the monthly revenue report. No changes to the original estimates are expected at this time.
 - e. **Operating Budget Report.** The Committee received and reviewed a report of operational expenditures. There are no changes to the operating budget at this time.
 - f. **Financial Activities.** The committee received updates from the CFO, on the following topics:
 - i. **TransAction Update Procurement.**
 - ii. **Preparations for the FY2015 annual audit.**
 - iii. **30% Annual Certification Workshop.**
 - iv. **Planned Standard Project Agreement (SPA) process workshop.**

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: June 19, 2015

1. **Purpose:** Update of HB 2313 receipts, revenue estimates and distributions.
2. **Background:** The attached reports reflect funding received or in process through May 2015.
3. **Comments:**
 - a. **FY 2015 Revenues (Attachment A)**
 - i. The Authority has received approximately \$224.8 million through the May transfers from the Commonwealth.
 - ii. Actual to estimate comparison for revenues through March show a 11.69% positive variance in Grantors Tax receipts, a 1.12% positive variance in Sales Tax receipts and a 2.2 % 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 \$224.9 million received by the Authority for FY2015, approximately \$67.5 million represents 30% local funds.
 - iii. All the \$67.5 million eligible to be distributed has been transferred to the member jurisdictions as of the end of May.
 - 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 May 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 May 2015
- B. FY2015 30% Distribution by Jurisdiction, through May 2015
- C. Month to Month Comparison By Tax Type and YTD Receipts, Through May 2015 and 2014

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA BUDGET
Based on: Revenue Data Through May 2015
FYE June 30, 2015

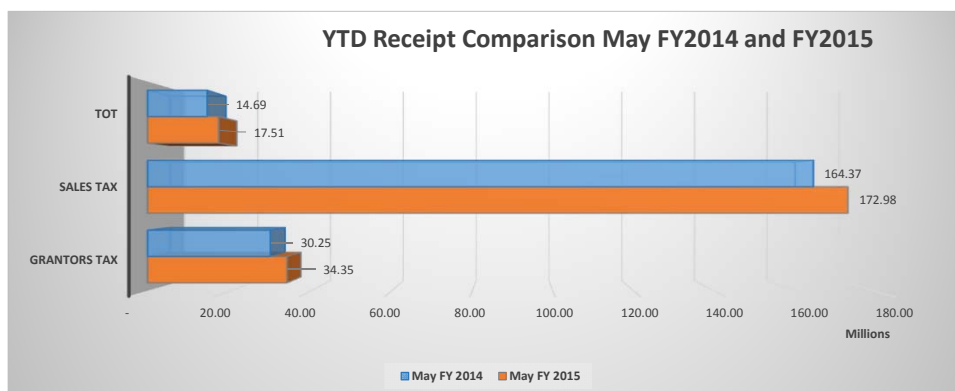
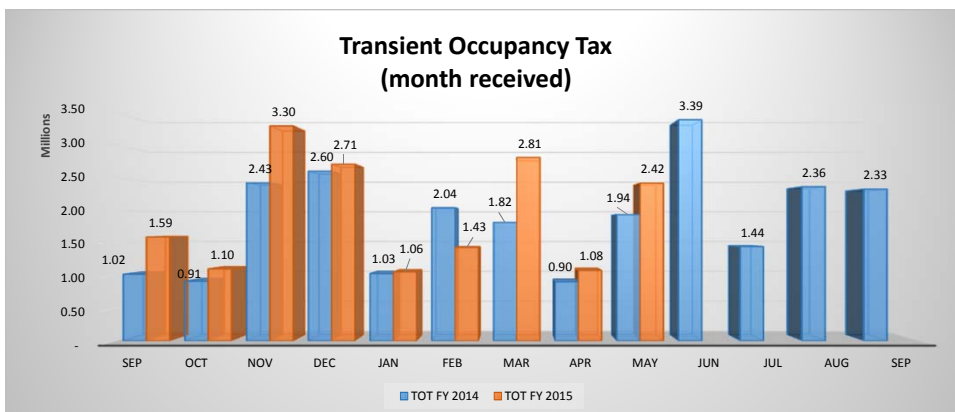
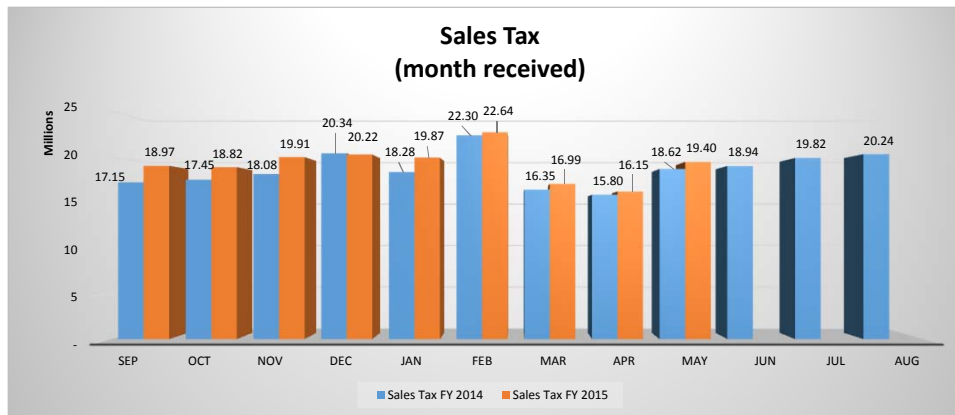
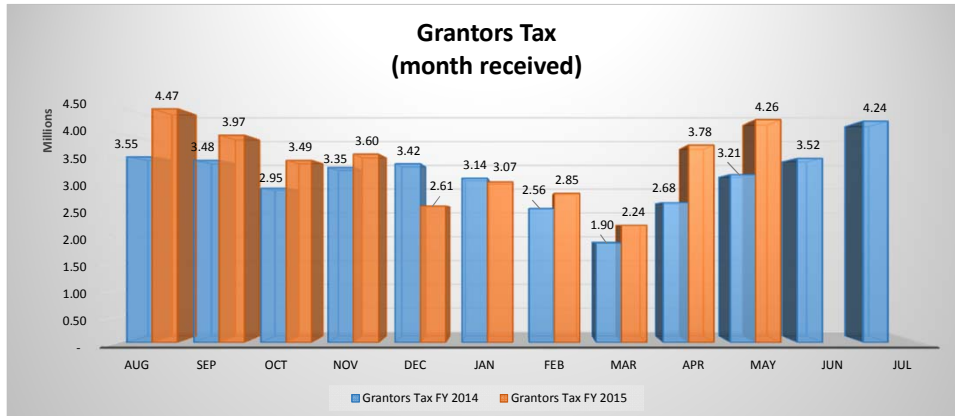
Grantors Tax		Received		NVTA		Projected Variance
Transaction Months	10	To Date	Annualized	FY 2015 Budget	Annualized - Actual To Budget	
City of Alexandria		\$ 2,958,227	\$ 3,549,872	\$ 3,195,000	\$ 354,872	
Arlington County		\$ 3,688,410	\$ 4,426,092	\$ 4,574,287	\$ (148,195)	
City of Fairfax		\$ 230,437	\$ 276,525	\$ 290,799	\$ (14,274)	
Fairfax County		\$ 15,587,376	\$ 18,704,851	\$ 15,169,980	\$ 3,534,871	
City of Falls Church		\$ 239,762	\$ 287,715	\$ 263,319	\$ 24,396	
Loudoun County		\$ 7,038,722	\$ 8,446,466	\$ 8,466,000	\$ (19,534)	
City of Manassas		\$ 253,283	\$ 303,939	\$ 272,917	\$ 31,022	
City of Manassas Park		\$ 134,419	\$ 161,303	\$ 149,692	\$ 11,611	
Prince William County		\$ 4,218,322	\$ 5,061,987	\$ 4,521,672	\$ 540,315	
Total Grantors Tax Revenue		\$ 34,348,958	\$ 41,218,750	\$ 36,903,666	\$ 4,315,084	11.69%
Regional Sales Tax*		Received		FY 2015		Projected Variance
Transaction Months	9	To Date	Annualized	Budget	Annualized - Actual To Budget	
City of Alexandria		\$10,358,767	\$ 13,811,689	\$ 14,891,000	\$ (1,079,311)	
Arlington County		\$17,789,019	\$ 23,718,692	\$ 23,984,390	\$ (265,698)	
City of Fairfax		\$5,321,352	\$ 7,095,136	\$ 6,536,626	\$ 558,510	
Fairfax County		\$78,327,487	\$ 104,436,649	\$ 100,596,000	\$ 3,840,649	
City of Falls Church		\$1,629,956	\$ 2,173,275	\$ 2,498,666	\$ (325,391)	
Loudoun County		\$29,570,591	\$ 39,427,455	\$ 40,086,000	\$ (658,545)	
City of Manassas		\$3,495,016	\$ 4,660,021	\$ 4,620,629	\$ 39,392	
City of Manassas Park		\$900,273	\$ 1,200,365	\$ 930,903	\$ 269,462	
Prince William County		\$25,583,494	\$ 34,111,325	\$ 33,928,982	\$ 182,343	
Total Sales Tax Revenue*		\$ 172,975,955	\$ 230,634,606	\$ 228,073,196	\$ 2,561,410	1.12%
Transient Occupancy Tax (TOT)		Received		FY 2015		Projected Variance
Transaction Months	6.69	To Date	Annualized	Budget	Annualized - Actual To Budget	
City of Alexandria	Months	9.00 \$ 2,129,059	\$ 2,838,746	\$ 3,364,000	\$ (525,254)	
Arlington County	Months	9.00 \$ 6,280,077	\$ 8,373,435	\$ 8,890,830	\$ (517,395)	
City of Fairfax	Quarters	9.00 \$ 195,069	\$ 86,698	\$ 349,526	\$ (262,828)	
Fairfax County	Quarters	2.50 \$ 5,741,031	\$ 9,185,650	\$ 8,965,800	\$ 219,850	
City of Falls Church	Months	9.00 \$ 93,318	\$ 124,424	\$ 143,309	\$ (18,885)	
Loudoun County	Quarters	3.00 \$ 2,048,940	\$ 2,731,920	\$ 2,020,000	\$ 711,920	
City of Manassas	Months	9.00 \$ 38,566	\$ 51,422	\$ 78,546	\$ (27,124)	
City of Manassas Park		\$ -	\$ -	\$ -	\$ -	
Prince William County	Quarters	3.00 \$ 982,323	\$ 1,309,764	\$ 1,446,000	\$ (136,236)	
Total TOT Revenue		17,508,384	24,702,058	\$ 25,258,011	(555,953)	-2.20%
Total Revenue Received		\$ 224,833,297	\$ 296,555,415	\$ 290,234,873	\$ 6,320,542	2.18%
		\$ 224,833,297				
*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			
		\$	59,608			

XVI.B

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
FY 2015 30% DISTRIBUTION BY JURISDICTION

Based on: Receipts through May 2015

[illegible]



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: June 19, 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. May represents 91.7% of the fiscal year. Through May 2015, the Authority has utilized 79.2% of its expenditure budget.
 - c. No changes are expected to the Operating Budget.

Attachment: FY2015 Operating Budget through May 31, 2015

XVIII. ATTACHMENT

Northern Virginia Transportation Authority FY 2015 Operating Budget May 31, 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	\$ 591,015.62	\$ 58,274.38
Benefits	140,850.00	119,336.67	21,513.33
Taxes	49,600.00	43,627.97	5,972.03
Personnel Subtotal	839,740.00	753,980.26	85,759.74
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	942.62	1,057.38
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	63,973.48	40,226.52
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	10,276.41	1,517.59
Phone Service	7,060.00	4,310.12	2,749.88
Web Development & Hosting	30,000.00	1,281.55	28,718.45
Subtotal Technology/Communication	80,854.00	40,164.73	40,689.27
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	11,022.63	3,977.37
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	2,018.67	5,181.33
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	7,151.62	(1,951.62)
Postage/Delivery	600.00	157.20	442.80
Professional Development/Training	5,000.00	2,106.32	2,893.68
Subtotal Administrative Expenses	158,100.00	78,388.19	79,711.81
Expenditure Subtotal	1,182,894.00	936,506.66	246,387.34
Operating Reserve (20%)	236,579.00	-	236,579.00
Total Expenditures	1,419,473.00	936,506.66	482,966.34
Budget Balance	\$ -	\$ 510,337.43	\$ 510,337.43
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: June 19, 2015

SUBJECT: Executive Director's Report

1. **Purpose:** To inform the Authority of items of interest not addressed in other agenda items.
2. **HB 2:** The Commonwealth Transportation Board approved the Final Weighting Criteria for the HB 2 process at their June 17th meeting. The Final Weighting Criteria for Category A (Northern Virginia, Hampton Roads, and Fredericksburg) is noted below:
 - Congestion Mitigation – 45%
 - Land Use – 20%
 - Accessibility – 15%
 - Environmental Quality – 10%
 - Safety – 5%
 - Economic Development – 5%

The Call for Projects for the HB 2 implementation opens on August 1st for a two month period.

Evaluations of the projects will take place from October to January

3. **TransAction Update:** The TransAction Update Subcommittee interviewed the consultants. The Authority will be asked to approve contract award at the July meeting.
4. **PRTC Western Maintenance Facility Groundbreaking Event:** NVTa will host a groundbreaking for the PRTC Western Bus Maintenance and Storage Facility. The event will take place on Tuesday, July 14th at 11:00am at the Western Bus Maintenance and Storage Facility. The facility is located at 7850 Doane Drive in Manassas. Invitations have been sent to Authority members, PRTC, PWBOCS, the Northern Virginia Delegation, the Northern Virginia US Senators and Representatives, the Commonwealth Transportation Board NOVA Members, JACC, TAC, PCAC, PIWG and citizens and interested groups.
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 of Authority members were taken at the May meeting. For members who were

unable to attend the May meeting, the photographer will be at the July Authority meeting to capture the additional photos.

- 6. Advancing FY2014-2016 Projects:** As noted last month, all projects adopted as part of the FY2014 program have approved Standard Project Agreements (SPAs). Approval of SPAs on the consent agenda will represent 11 approved agreements for projects adopted in 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. In preparation for the Call for Projects and schedule finalization, a Project Implementation Working Group meeting will be held in July.
- 8. NVTa Website Update:** The procurement for the update to the Authority website is in final negotiations, with an anticipated award date by July 1, 2015. Web development of the new site will take place over the next three months with a scheduled launch date of October 1, 2015.

Attachment: FY2014-2016 Transportation Projects Advancing as of June 25, 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	Notice to Proceed was issued June 1. Mobilization and site prep has begun. Demo/construction to start by the end of June with a completion date of 12/28/15.	December 2015
Arlington County	NEW! Ballston-MU Metrorail Station West Entrance – Constructs a second entrance to the Ballston-MU Metrorail Station, at North Fairfax Drive and North Vermont Street. Includes two street-level elevators & escalators, connecting to an underground passageway & new mezzanine. It will have fare gates, fare vending machines and an attended kiosk. Provides direct access, relieves congestion at the current entrance and provides for more even distribution along the platform	\$12,000,000 (FY2015-16)	Design		Start of construction in January 2018

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Arlington County	NEW! Glebe Road Corridor Intelligent Transportation System Improvements – Design and construction of Intelligent Transportation System (ITS) and Adaptive Traffic Control System, including hardware and software for real time traffic data collection, Forward Looking Infra Red (FLIR) traffic detection, 3D pedestrian and bike detection, interactive audible ADA accessible pedestrian crossings, CCTVs, backup power supply information systems, queue detections, and dynamic message signs.	\$2,000,000 (FY2015-16)	Engineering Construction		Start of construction in June 2017
Arlington County	NEW! Route 244 Columbia Pike Street Improvements – Realignment of road including shifting the roadway south of its existing location, eliminating the s-curves and enhancing pedestrian facilities	\$10,000,000 (FY2015-16)	Engineering Construction		Start of construction in April 2016
Fairfax County	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.
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
Loudoun County	NEW! Belmont Ridge Road - Truro Parish Road to Croson Ln – The road will be widened from a substandard two-lane rural section to a four-lane arterial standard with the appropriate auxiliary turn lanes and signalization.	\$19,500,000 (FY2015-16)	Construction		Start of construction in July 2017
Loudoun County	NEW! Acquisition of Four Buses – Add additional bus capacity in peak commuter periods to connect new park and ride lots in Loudoun County to the Silver Line of Metro.	\$1,860,000 (FY2015-16)	Asset Acquisition		Summer 2015

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Loudoun County	NEW! Loudoun County Parkway (VA Route 607) – U.S. 50 to Creighton Rd – Provides for the design, right-of-way acquisition and construction of Loudoun County Parkway from Creighton Road to U.S. Route 50. The project will be designed as a four-lane urban major collector with a divided median in a six-lane ultimate right-of-way, associated turn lanes and shared use path.	\$31,000,000 (FY2015-16)	Construction		Start of construction in April 2016
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	ROW appraisals and negotiations are ongoing. Have agreements for 43 of the 56 properties. Utility relocation to be completed by Spring 2016. All utilities, plans and estimates are in and have been approved.	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	A Locally Preferred Alternative was decided on May 20, 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 September 2015. Installation is expected to commence in winter to spring 2016.	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 should be let out for bid in summer 2015, with design beginning in the fall 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	Buses are currently being delivered.	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
	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	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	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	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 continues towards 65% completion. Coordination of utility undergrounding with Dominion continues. 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 continues towards 30% completion. Surveys for site and utilities are continuing. Environmental Permit process beginning. 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. Project is in design.	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 2018.	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	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	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.		

Correspondence Section



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

May 29, 2015

Ms. Kimberly Alexander
City Manager
City of Manassas Park
One Park Center Court
Manassas Park, VA. 20111-2395

Dear Ms. Alexander,

This letter is in response to your May 26, 2015 request for determination of eligibility for the use of HB 2313 30% revenues for acquiring the services of a transportation planning consultant to supplement the efforts of City staff.

Per your letter, the main focus of the consultant would be to advise on the following:

- the development of transportation plans for the use of 30% funds
- the determination of a project list for the upcoming NVTa TransAction update, using Regional Revenue funding.

Furthermore, the planning would include analyses of road and other capital improvements that would reduce congestion and other transportation projects. A specific objective would be to prepare projects for the City's submission to the TransAction update. The increased professional capacity would also allow the City to better plan and coordinate with its neighbors on regionally significant projects. The City will not use NVTa funds or local match to those funds to pay any consultant to do anything other than work which qualifies for transportation purposes allowed under HB 2313.

According to the identified request, the NVTa staff have concluded that the request is consistent with the use of the 30% funds as identified in the legislation.

As stated in the HB 2313 legislation, 30% funding can be used for the purposes identified below:

1. additional urban or secondary road construction;
2. for other capital improvements that reduce congestion;
3. for other transportation capital improvements which have been approved by the most recent long range transportation plan adopted by the Authority;
4. or for public transportation purposes.

If you have any additional questions concerning the appropriateness of a specific potential use or expenditure, please let me know and the NVTa will be glad to work through the question with the City.

Best regards,



Monica Backmon
Executive Director

cc: NVTa Council of Counsels
Mayor Frank Jones
Manassas Park City Council
Michael Longhi, NVTa, CFO

Camela Speer

From: Sam Zega <samzega@gmail.com>
Sent: Sunday, June 14, 2015 8:14 PM
To: The Authority
Subject: I-66

Dear NVTA Members,

I am an Arlington County voter who lives two blocks from I-66. I strongly support widening I-66. I strongly oppose tolling I-66 or further restricting those who can use the highway. Importantly, I-66 carries many Arlington County commuters (like myself), who want to more travel lanes on I-66. Tolling I-66 will not increase capacity in any way. It will simply push more drivers on to local streets, particularly Lee Highway, which already gets backed up during rush hour. Thus, under the proposed tolling plan, the problem will be shifted to another road, not fixed.

High toll fees are regressive taxes that do little to address Northern Virginia's underlying traffic problems. Rather, they simply provide a way for those with the financial means to reduce their commute times. It is the ultimate "pay-to-play" slap in the face to Arlington County residents just trying to get to work. Everyone else who can't afford to pay the excessive tolls (Dulles Toll Road to I-95, for example, can cost \$10+ during the afternoon rush), simply has to wait in traffic or take local streets, which only exacerbates local traffic problems. The only way tolling would be acceptable is if I-66 was widened to four lanes each direction and the toll funding was used to only pay for the highway's construction.

As an Arlington County voter, I urge to you support widening I-66 and oppose tolling efforts unless the funds are only used to widen I-66. I do not support turning highways over to private toll collectors.

More broadly, I urge you to consider a higher gas tax or issuance of bonds to fund road construction and Metro construction in Northern Virginia. Only through a comprehensive plan that includes both highway and Metro construction can our traffic problems be solved. Tolling I-66 or providing "additional bus service" on I-66 is simply a gimmick that will do nothing to reduce traffic congestion.

Thank you,

Sam Zega

I-66 Outside the Beltway Corridor Improvements Comments

Mark Scheufler

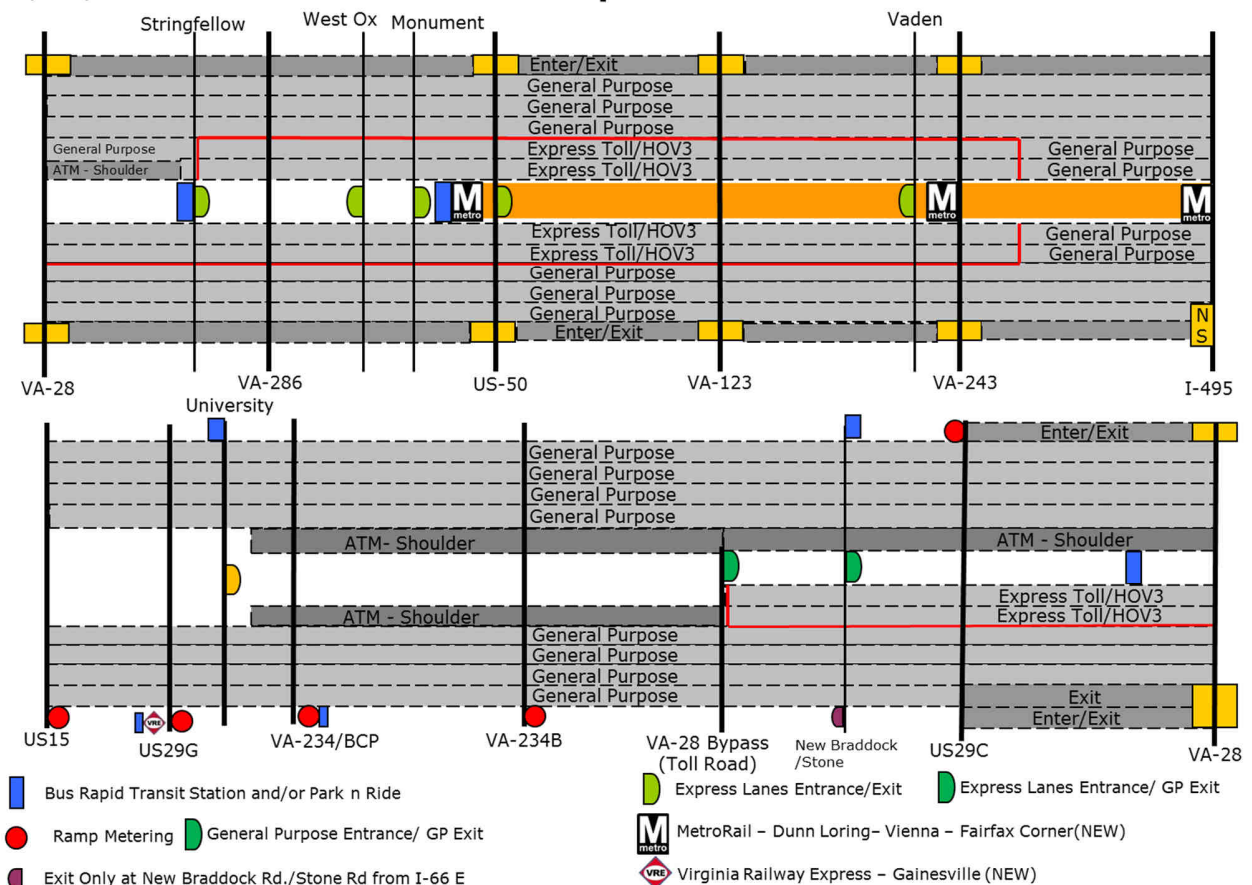
Manassas Park, VA

06/16/15

General

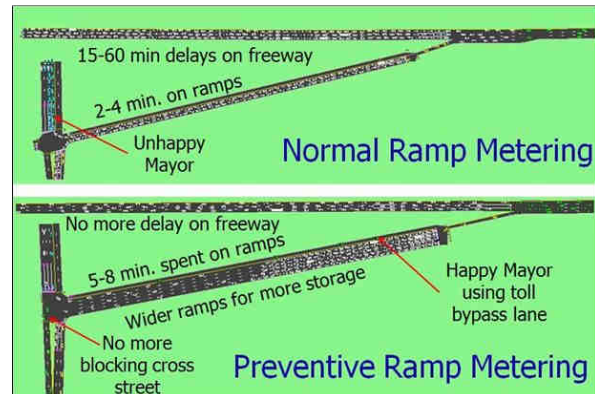
1. Please consider the I-66 Recommended Improvements in the map below:

6/16/15 I-66 Recommended Improvements – Initial Phase



2. Please consider implementing the Express Lanes concept in Fairfax County as part of the initial construction phase. (Prince William County can be added as part of a follow on phase)

3. Please consider the use of advanced ramp metering for access to I-66 Eastbound in Prince William during peak AM rush.



“A way to prevent congestion failure is to slow the rate of entry onto freeways to one-on for every one-off. Without ramp metering, for every vehicle getting off the freeway, there may be three trying to squeeze on, even though only one would fit. That causes gridlock, and it actually reduces freeway capacity by about 30%. Most cities have ramp metering to slow the rate of entry and modulate flow, but most systems still inadvertently allow too many on. In practice, metering delays system failure does not prevent it. To ensure that freeways operate at maximum capacity, it would be necessary for ramp meters to slow the flow even more than most do now. Computer systems can easily figure out the right amount but there’s a political problem: Slower meters may cause stacking on cross streets, which causes the mayor to call the Department of Transportation to insist on speeding up the meters. Thus, we experience huge delays on the freeway because we’re unwilling to tolerate cross-street congestion and moderate delays on ramps. What’s the solution? One is to add three, four, or even five lanes to the ramp. This way the cross streets won’t suffer, nor will the main freeway because enough cars can “park” on the ramp and await their turn. Drivers then “pay” by waiting 5 to 8 minutes on the ramp but they would avoid 15-minute to one hour delays on the main freeway. For those unwilling to wait, could add a lane where you can pay a buck or two and avoid the long line. Put up a digital sign ahead of the ramp warning how long the wait is. Then people could choose to pay with either time or money, and short trips will stay off the freeway. It would take a huge educational campaign so that people understand they’re gaining a lot more time than they’re losing by waiting at ramp meters. (Michael Brown, Metro Analytics, www.metroanalytics.com)”

4. Please consider conducting an analysis to consider the "free parking" effect on commuter bus service at destination locations. Tysons, Reston, Hendon, Westfields, Chantilly, Fair Oaks, and

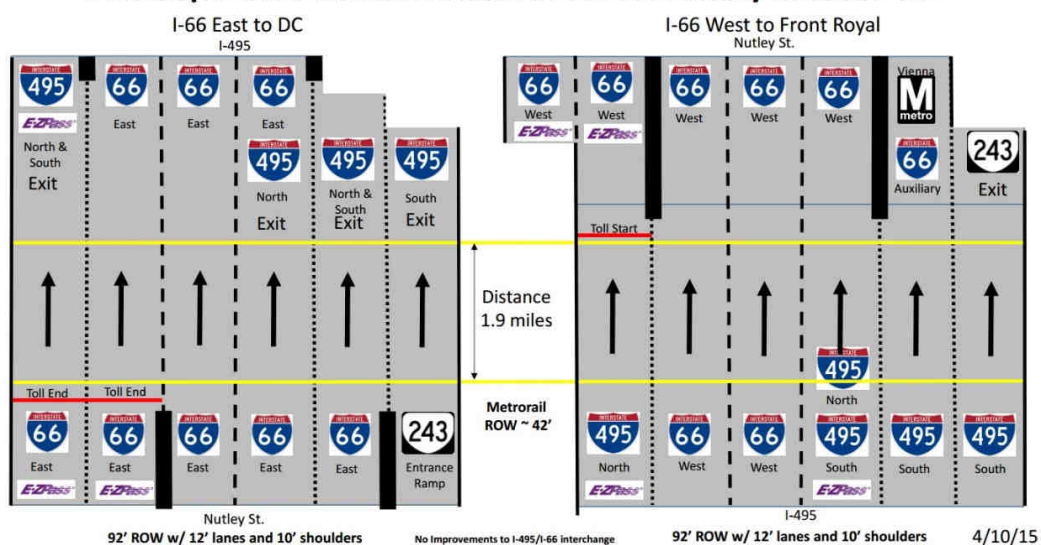
Merrifield will all struggle to develop bus ridership if free parking is still available. I-95 and I-495 bus service to Tysons will continue to struggle because "free parking" is still prevalent.

5. Please consider co-locating "new" park and ride facilities along I-66 in business districts instead of Greenfield sites. (i.e. Parking Garage in the Town of Haymarket and/or Parking Garage in Virginia Gateway in Gainesville.) Park and Ride facilities should be planned for multiple uses. (i.e. Planned park and ride facility near the new Potomac Nationals stadium and Potomac Town Center on I-95 or the parking garage in Old Town Manassas.) These investments create more economic value for the area. The large Horner Road Lot along I-95 in Woodbridge is an example of Greenfield site that brings limited economic value to Prince William County.

Fairfax County – Vienna

6. Please provide the cost difference between starting/ending the express lanes just to the east of Nutley St. and have six transition lanes to the beltway in each direction with no improvements to the I-66/I-495 interchange compared to the current proposal. Does the benefit out way the additional cost?
7. Please consider the I-66 improvement recommendation between Nutley and I-495 below. It details six non tolled transition lanes in each direction and no improvements to the I-66/I-495 interchange. This recommendation stays within the 300' ROW. I do not believe connecting the I-66 and I-495 HOT lanes directly provides enough benefit relative to the cost (\$ and ROW). Pavement markings and overhead signs can help drivers navigate this transition area. The only ramp that should be considered is an I-495 South Express exit to a left side entrance onto I-66 West.

I-66 Improvement Alternative between Nutley St and I-495



8. Based on your “Responses to Dunn Loring Village” for “I-66/Nutley Street” below: “The purpose of the proposed eastbound flyover east of Nutley Street shown in Alternative 2B is to allow carpools, vanpools, buses and paying vehicles to enter the express lanes without interfering with the operations of the general purpose lanes. While a slip ramp could provide access to the express lanes, traffic entering at Nutley Street from the right would need to weave across the three general purpose lanes to enter the express lanes. The design team is working to minimize the impact of this flyover through redesign efforts.” How many and what % of HOV3 Carpools/Vanpools and buses are estimated to enter I-66 from Nutley that would use the proposed eastbound flyover east of Nutley Street as compared to paying SOVs and HOV2 vehicles?
9. Please consider modifying the design at Vaden Dr. to allow for Metrorail extension beyond Vienna.

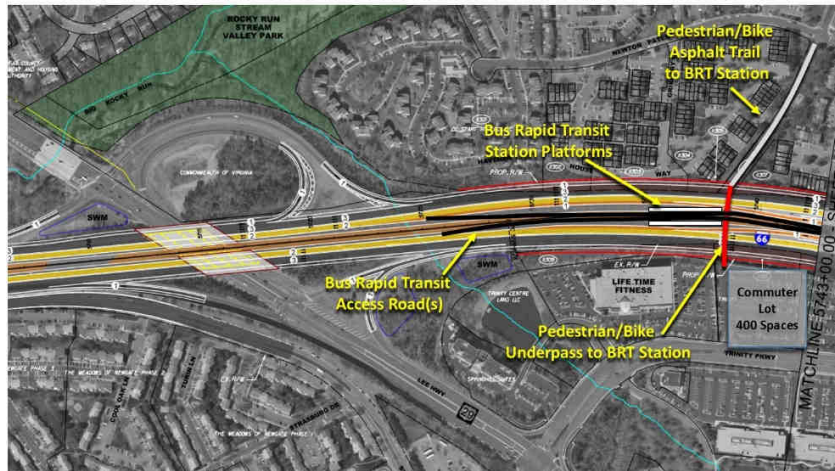
Fairfax County – Fair Oaks

10. Please consider “West Ox Rd” as an express lane access point in lieu of Monument Dr. The Monument Dr. access point appears more complicated if Metrorail is extended to Fair Oaks Mall. Plus, West Ox Rd has direct access from the Fairfax County Parkway.

Fairfax County – Centreville

11. Please consider adding a Bus Rapid Transit Station in the median of I-66 in the Centreville, VA. It does not appear a Metrorail station are going to be built for 25 years, if ever. It is recommended this station be completed concurrently with the I-66 Managed lanes and I-66/Route 28 interchange improvement projects to save on mobilization costs. Benefits include: Access to the Centreville Route 29 Business District, over 1000 Households within 1/2 mile walk distance to the station, existed parking lot in Trinity Center could be leased as a commuter lot, fifteen (15) minute express bus service to the Tysons Corner Metro Station, support economy of scale ridership for off-peak bus operations, and improved pedestrian/bicycle access across I-66. Unless an express lanes access point is added to the Stone Rd/New Braddock Rd connection, this stop would be served by PRTC buses or the new I-66 VDRPT NOVA bus system. This BRT station would have a higher # of Households within a 1/2 mile walk shed than many Metro stations.

Recommended Centreville I-66 Median Bus Rapid Transit Station



12. Please consider connecting Stone Rd and New Braddock Rd together in Centreville, VA as shown in the Fairfax County Comprehensive Plan and adding express lane ramp(s) as part of the I-66 Corridor Improvement project. This would divert local traffic away from I-66 interchanges with Route 29 and Route 28. This would provide easier access to the express lanes for transit and drivers living in Centreville west of Route 28. Every major park and ride lot next to I-66 is going to have direct access to the I-66 Managed Lanes except for Centreville (Stone Rd). Centreville transit riders will only get access to I-66 Managed if the New Braddock Road/Stone Road is completed. The only other options to access the Managed Lanes are taking Route 29 to Stringfellow Rd or Stone Rd to Westfields Blvd to Route 28. All this information contradicts the data in the I-66 TDM study. The study call for a 500 space increase at Stone Rd by 2015 and direct access to I-66 from the New Braddock Rd/Stone Rd connection by 2030.



13. Please consider an active traffic management (ATM) system that opens the right shoulder lane between Route 234 Business and Route 29 Centreville. This will make add a GP lane during high levels of congestion and traffic incidents. If this is implemented, it is recommended the rest area be shifted to a point west of Haymarket.
14. Please consider as part of initial phase to not add an express lanes access point at the I-66/Route 28 interchange. Design to add express lanes access in a follow on phase.
15. Based on the current alternatives, how will a transit bus access the express lanes from the Stone Rd Commuter Lot in Centreville, VA?
16. Please consider building at parking structure at the Stone Road Commuter Lot.
17. Please consider retrofitting the current Route 29/I-66 Interchange in Centreville with a diverging diamond interchange. The main benefit of this improvement is to reduce the number of access/merge points from Route 29 to I-66 Westbound from two to one.



18. Please consider reserving space in the median of I-66 around the Bull Run Events Center for an interchange with Godwin Dr. Extension/VA28 Bypass. (NVTAF funded a study of the Godwin Dr Extension)

Prince William County

19. Please consider converting the current HOV Lane to a ATM/GP Lane in Prince William County as part of the initial construction phase
20. Please consider removing/relocating the rest area between 234 Business and US29 (Centreville)? The rest area is an unnecessary merge point that adds congestion on I-66 during peak travel period (Especially during sunrise/sunset).
21. Please consider using Jiffy Lube Live as a Park n' Ride Facility in place of the forested area around University Blvd. This would be a good Public-Private Partnership. The Jiffy Lube Live Parking Area is being used for the PGA Golf Tournament this coming July. Future plans call for extensions of Rollins Ford Rd. and University Blvd.
22. As a cost savings measure and to limit the public portion of the I-66 investment, please consider starting the west end of the I-66 express lanes at University Blvd in Gainesville. Express Lanes west of University Blvd to Route 15 provide limited benefit and could save at least \$100 million in project costs.
23. Please consider connecting Ashton Ave and Parkridge Center with the express lane ramp to the east. Leasing a portion of the large parking lot in Parkridge Center for commuters would be a better short-mid term solution then building a new surface parking lot on the "10703-Wheeler" property. With the access point, the "10703-Wheeler" property would create more economic value as a developed commercial property. More importantly, this will also reduce congestion at the Balls Ford/234 Business/I-66 Interchange.
24. Do not recommend building a Park n' Ride lot in the Haymarket/US15 area as this will just serve to stimulate growth in low-density counties west of Prince William County.
25. Please consider modifying the current Route 234 Business/I-66 Interchange in Manassas with a diverging diamond interchange similar to the Route 15/I-66 Interchange.



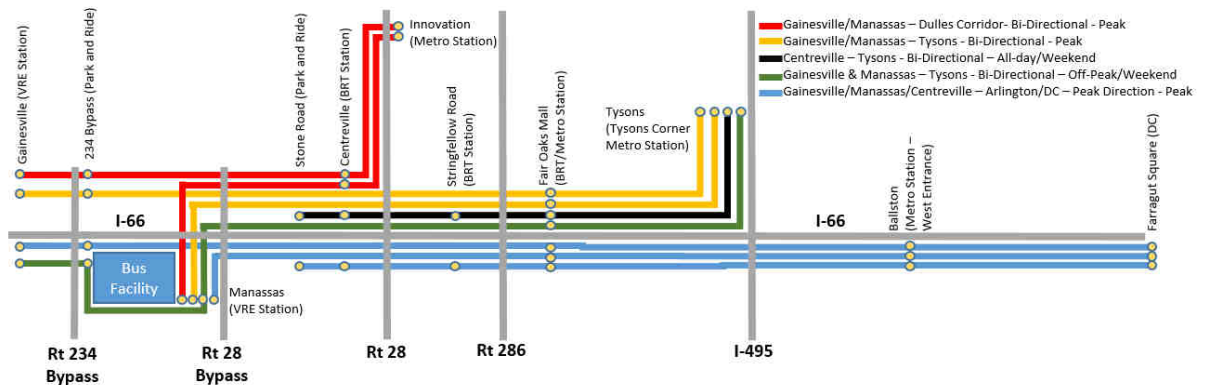
26. Please consider collocating a BRT station, VRE station and parking facility near I-66 in the Gainesville, VA. In the long-term, this type of multi-modal transportation investment will create conditions to stimulate higher density office/mixed use development and create a multi-use parking facility. Constructing new greenfield Park n' Ride surface lots will not stimulate job growth in Prince William County and just further codify long distance commuting patterns.



Transit

27. Please consider the bus transit recommendations in the figures below (goo.gl/0PIF0D):

I-66 Corridor Improvements Project (US 15 to I-495) Transit Service Recommendations



I-66 Corridor Improvements Project (US 15 to I-495) - Transit Service Recommendations (2022 - 45 BUSES/2040 - 80 BUSES)										
RT#	Route	New/ Existing	Year	Notes	Direction	Times	2022 Peak Frequency (min)	2022 Off-Peak Frequency (min)	2040 Peak Frequency (min)	2040 Off-Peak Frequency (min)
G-DC	Gainesville - Ballston/ Farragut Square Rapid Bus	Upgrade PRTC OmniRide	2022	Stop at Gainesville VRE Station (TBD) and 234 Bypass P&R Stop at Fair Oaks - BRT Station (2022), Metro Station (2040) Stop at Ballston Metro West Entrance (TBD) - Link with 388 Stop at Farragut Square (DC)	Peak Only	Peak Only	20	Silver Line to Tysons for Off-Peak + Weekend	10	Silver Line to Tysons for Off-Peak + Weekend
M-DC	Manassas - Ballston/ Farragut Square Rapid Bus	Upgrade PRTC OmniRide	2022	Stop at Manassas VRE using Route 28 Bypass - Managed Lanes (TBD) Stop at Fair Oaks - BRT Station (2022), Metro Station (2040) Stop at Ballston Metro West Entrance (TBD) - Link with 388 Stop at Farragut Square (DC)	Peak Only	Peak Only	20	Silver Line to Tysons for Off-Peak + Weekend	10	Silver Line to Tysons for Off-Peak + Weekend
C-DC	Centerville - Ballston/ Farragut Square Rapid Bus	New	2022	Stop at Stone Parking Garage (TBD), Centerville BRT, Stringfellow BRT Stop at Fair Oaks - BRT Station (2022), Metro Station (2040) Stop at Ballston Metro West Entrance (TBD) - Link with 388 Stop at Farragut Square (DC)	Peak Only	Peak Only	20	Silver Line to Tysons for Off-Peak + Weekend	10	Silver Line to Tysons for Off-Peak + Weekend
G-Tysons	Gainesville - Tysons Corner Metro Station	Upgrade PRTC Metro Direct	2022	Stop at Gainesville VRE Station (TBD) and 234 Bypass P&R Stop at Fair Oaks - BRT Station (2022), Metro Station (2040) Stop at Tysons Corner Center Metro Station	Bi-Directional	Peak Only	20	Silver Line to Tysons for Off-Peak + Weekend	10	Silver Line to Tysons for Off-Peak + Weekend
M-Tysons	Manassas - Tysons Corner Metro Station	Upgrade PRTC Metro Direct	2022	Stop at Manassas VRE using Route 28 Bypass - Managed Lanes (TBD) Stop at Fair Oaks - BRT Station (2022), Metro Station (2040) Stop at Tysons Corner Center Metro Station	Bi-Directional	Peak Only	20	Silver Line to Tysons for Off-Peak + Weekend	10	Silver Line to Tysons for Off-Peak + Weekend
G&M-Tysons	Manassas & Gainesville - Tysons Corner Metro Station	Upgrade PRTC Metro Direct	2022	Stop at Manassas VRE using Route 28 Bypass - Managed Lanes (TBD) Stop at Gainesville VRE Station (TBD) and 234 Bypass P&R Stop at Fair Oaks - BRT Station (2022), Metro Station (2040) Stop at Tysons Corner Center Metro Station	Bi-Directional	Off-Peak + Weekend	Separate Gainesville-Tysons and Manassas-Tysons Peak Service	30	Separate Gainesville-Tysons and Manassas-Tysons Peak Service	20
C-Tysons	Centerville - Tysons Corner Metro Station	New	2022	Stop at Stone Parking Garage (TBD), Centerville BRT, Stringfellow BRT Stop at Fair Oaks - BRT Station (2022), Metro Station (2040) Stop at Tysons Corner Center Metro Station	Bi-Directional	All-day + Weekend	20	30	10	20
G-Dulles	Gainesville - Dulles Corridor (Innovation)	New	2022	Stop at Gainesville VRE Station (TBD) and 234 Bypass P&R Stop at Centerville BRT Station Stop at Innovation Station - Free Transfer From Metro Rail	Bi-Directional	Peak Only	30	Silver Line to Tysons for Off-Peak + Weekend	30	Silver Line to Tysons for Off-Peak + Weekend
M-Dulles	Manassas - Dulles Corridor (Innovation)	New	2022	Stop at Manassas VRE using Route 28 Bypass - Managed Lanes (TBD) Stop at Centerville BRT Station Stop at Innovation Station - Free Transfer From Metro Rail	Bi-Directional	Peak Only	30	Silver Line to Tysons for Off-Peak + Weekend	30	Silver Line to Tysons for Off-Peak + Weekend

28. Please consider reserving ROW for Metrorail Orange Line extension to Fair Oaks Mall only

29. Please consider conducting a feasibility study and/or design/PE be completed for Metrorail Orange Line extension to Fair Oaks Mall with a highway BRT station underneath

30. Please consider routing all buses through Ballston instead of East Falls Church. Ballston has a street grid with numerous jobs, universities, transportation alternatives (bike share, local bus) within walking distance. Arlington County and WMATA are planning to add a second Ballston entrance closer to I-66 near the Fairfax Dr/Glebe intersection. Also East Falls Church is an

outdoor station and Ballston is an indoor station, which has a big effect on passengers during cold weather events. A stop at East Falls Church requires a Metrorail transfer at a cost of at least \$2.15 during the peak period. Recommend East Falls Church be removed from all commuter/express bus service on I-66 if managed toll lanes are implemented on I-66 inside the beltway during peak periods. The focus destinations should be Tysons, Ballston, and Downtown DC.

31. Please consider investing in an I-66 rapid bus system that connects "activities centers" with multi-use parking structures instead of barren surface "park and ride lots". Surface parking lots have little long term economic value. Based on the current plans presented, there is little benefit to providing bi-directional rapid bus service.

32. As part of the I-66 Tier 2 study, please consider a feasibility study to identify capital/operating costs for extending Metro to:

(1) Fair Oaks (Fair Oaks Mall)

(2) Centreville (Centreville, Stringfellow, Fair Oaks Mall)

(3) Gainesville (Gainesville, Manassas, Centreville, Stringfellow, Fair Oaks Mall)

This will help the citizens understand the costs of extending Metrorail relative the current mass transit proposal (bus). A Metrorail extension provides the most benefit to I-66 corridor users between Nutley St and Route 50 due to the limited adjacent road network.

33. Please consider at a minimum adding median BRT stations at Fair Oaks, Stringfellow and Centreville as part of the Transform 66 project, since Metrorail is not planned until at least 2050 if ever.

34. Please consider a Metrorail extension to Fair Oaks Mall as detailed below:

ORANGE LINE METRORAIL EXTENSION TO FAIR OAKS



The four lane HOT3/Express Lanes concept is an excellent improvement, but the “cornerstone” of the I-66 outside the beltway multi-modal project should be a Metrorail extension to Fair Oaks Mall for the follow reasons:

- Inadequate road network adjacent to I-66 between Route 50 and Nutley Street.
 - o South of I-66, Route 50 and Route 29 merge together in the City of Fairfax for 2.7 miles.
 - o North of I-66, No East-West road directly connects Route 50 and Route 123
 - o Most congested section of the I-66 interstate corridor.
- Creates a reverse commute option on the Orange Line to a regional job market
- Over 10,000 parking spaces already exist within ½ mile of I-66 @Fair Oaks/Fairfax Corner/Government Center
- Traffic dissipation to the west is much greater at Fair Oaks Mall than at Vienna Metro Station.
- Provides a direct pedestrian connection between Fairfax Corner and Fair Oaks Mall
- Could incorporate a I-66 median bus station underneath the Metrorail station (Access via I-66 Express Lanes)
- Provides an economy of scale end point for a bus network along Route 50 between South Riding-Fairfax and Fairfax-Merrifield
- Could complete construction concurrently with the I-66 road improvements to save on mobilization costs
- Metrorail infrastructure experience will be available when the Silver Line Phase 2 completes in 2018.
- Only requires 24 additional rail cars (no need for additional rail yard)
- \$50 Million allocated for a bus ramp from I-66 HOV lanes to the Vienna Metro could be transferred to this project
- Metrorail beyond Fair Oaks is not economically feasible due to density/land use near I-66 (bus and commuter rail are better options).

Cost: \$300 million (est)

- Four Miles of heavy rail track infrastructure with no bridges - \$35 Million per mile (\$150 million)
- One Station (\$85 million)
- 24 Rail Cars (\$65 million)
- Commuter parking can be negotiated between the county and adjacent land owners

Funding:

- Fair Oaks Transportation Service District
- Northern Virginia Transportation Authority
- Virginia Department of Rail and Public Transportation
- Federal Transit Administration

Metrorail Core Capacity:

- 8 Car Trains on All Orange/Silver/Blue Line trains through the Rosslyn Tunnel
- Turning back every 3rd Silver Line train at Mclean or East Falls Church (Pocket Track)
 - o Goal of Silver Line to connect Loudoun/Western Fairfax County residents with the four Tysons Metro Stations that contain no parking
 - o All Silver Line stations are designed as mixed use developments
- Proposed Metro Rail Headways (TPH - Train Per Hour)
 - o SV: Ashburn to Mclean or East Falls Church 15 MIN (Four or Six Car Trains) – 4 TPH
 - o SV: Ashburn to Largo or Stadium Armory – 7.5 MIN (Eight Car Trains) – 8 TPH
 - o OR: Fair Oaks Mall to New Carrollton – 5.5 MIN (Eight Car Trains) – 11 TPH
 - o BL: Springfield to Largo – 8.5 MIN (Eight Car Trains) – 7 TPH

Verbal Testimony

Verbal Testimony at 6/3/15 Public Hearing in Centreville

Good Evening, my name is Mark Scheufler, I live in Manassas Park along the Route 28 Corridor with the Centreville area being my primary access point to I-66.

After reviewing the material, it appears the Centreville area west of Route 28 (such as this location) has been completely overlooked for an express lane access ramp and enhanced transit service.

As an example the current FFX connector bus 642 with express access between the Stone Rd lot and Vienna Metro would not have access to the express lanes unless it proceeds to Stringfellow Rd (over 3 miles away on Route 29).

This is in complete contradiction to the 2009 I-66 Transit Demand Management study that recommended all buses coming from PWC stop in Centreville.

As the 2009 TDM recommended, I strongly advocate the New Braddock Road/Stone Rd Connection with a median access point be included in the transform 66 project. This will remove vehicles from the critical merge/weave point between Route 28 and Route 29 along I-66 and provides a detour during the major reconstruction of the Route 28/I-66 Interchange.

According to the material this access point was not even considered. The study considered Route 29/Centreville interchange as part of the sensitivity analysis, instead of the New Braddock Road/Stone Rd Connection which is a geometrically better option.

Since it does not appear Metrorail will be extended to Centreville before 2040 (Twenty Five Years from now). Please consider, in addition to the express lanes ramp, adding a Bus Rapid Transit Station in the median of I-66 in the near Trinity Center (next to the Lifetime Fitness). Since this location will be under major construction due to the Route 28/I-66 Interchange, this would be an ideal time to build the BRT station. Benefits include: Access to the Centreville Route 29 Business District, over 1000 Households within 1/2 mile walk distance to the station, an existed parking lot in Trinity Center could be leased as a commuter lot, support economy of scale ridership for off-peak bus operations, and improved pedestrian/bicycle access across I-66. This BRT station would have a higher # of Households within a 1/2 mile walk shed than many Metro stations.

Has any analysis been completed to consider "free parking's" effect on commuter bus service at destination locations? Tysons, Reston, Hendon, Westfields, Chanitty, Fair Oaks, and Merrifield will all struggle to develop bus ridership if free parking is still available. I-95 and I-495 bus service to Tysons will continue to struggle because "free parking" is still prevalent. The focus should be on providing direct access to DC, Balston and Tysons with Metro like frequencies.