



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

Thursday, November 10, 2016

7:00pm

**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 October 13, 2016 Meeting**
Recommended action: Approval [with abstentions from those who were not present]

Consent Agenda

- IV. Approval of Standard Project Agreement for Arlington County–Regional Funding 013-60721 (Lee Highway Corridor Intelligent Transportation System Enhancements)**
- V. Approval of Standard Project Agreement for Arlington County–Regional Funding 013-80731 (Crystal City Streets: 12th Street Transitway, Clark/Bell Realignment & Intersection Improvements)**
- VI. Approval of Standard Project Agreement for Prince William County – Regional Funding 153-80781 (Route 1 Widening: Featherstone Road to Marys Way)**
- VII. Approval of Standard Project Agreement for Prince William County– Regional Funding 153-30791 (Route 28 Widening: Route 234 Bypass to Linton Hall Road)**
- VIII. Approval of City of Alexandria CMAQ/RSTP Reallocation Requests**

Action

- IX. Approval of Legislative Services Contract**
Mayor Parrish, Chair, Finance Committee
Recommended Action: Approval of Legislative Services Contract

X. Appointment of Nominating Committee Chairman Nohe
Recommended Action: Appointment of Nominating Committee

XI. Adoption of the 2017 Meeting Schedule Ms. Backmon, Executive Director
Recommended Action: Adoption of the 2017 Meeting Schedule

Discussion/Information

XII. Draft 2017 Legislative Program
Ms. Hynes, Chair, Governance and Personnel Committee

XIII. Planning and Programming Committee Report Chairman Nohe, Chair

XIV. Planning Coordination Advisory Committee Report
Mayor Foreman, Chairman

XV. Technical Advisory Committee Report Mr. Boice, Chairman

XVI. Executive Director's Report Ms. Backmon, Executive Director

A. Approval of Fairfax County CMAQ/RSTP Reallocation Requests

XVII. Chairman's Comments

Closed Session

XVIII. Adjournment

Next Meeting: December 8, 2016

Northern Virginia Transportation Authority
3040 Williams Drive (Suite 200)
Fairfax, VA 22031
www.TheNovaAuthority.org



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The Authority for Transportation in Northern Virginia

Thursday, October 13, 2016
7:00pm
3040 Williams Drive, Suite 200
Fairfax, VA 22031

MEETING MINUTES

I. Call to Order Chairman Nohe

- Chairman Nohe called the meeting to order at 7:14pm.

II. Roll Call Ms. Speer, Clerk

- Voting Members: Chairman Nohe; Chairman Bulova; Chair Randall; Mayor Silberberg; Board Member Fisette; Mayor Parrish; Mayor Stombres; Council Member Snyder; Council Member Rishell; Senator Black; Delegate Minchew; Ms. Hynes; Mr. Kolb.
- Non-Voting Members: Mayor Foreman; Ms. Cuervo; Mr. Horsley.
- Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Keith Jasper (Principal, Transportation Planning and Programming); Sree Nampoothiri (Transportation Planner); Harun Rashid (Transportation Planner); Carl Hampton (Investment & Debt Manager); Peggy Teal (Assistant Finance Officer); Camela Speer (Clerk); various jurisdictional staff.

III. Minutes of the September 8, 2016 Meeting

- Chairman Parrish moved approval of the September 8, 2016 minutes; seconded by Ms. Hynes. Motion carried with ten (10) yeas and three (3) abstentions [with Board Member Fisette, Mayor Parrish and Senator Black abstaining as they were not at the September 8, 2016 meeting].

Presentation

IV. FY2016 Audit Presentation Mr. Michael Garber, PBMares, LLP

- Mayor Parrish thanked the NVTa staff, noting that the recent Finance Committee meeting had a great deal of information, issues, details and work conducted by NVTa staff and that the meeting was relatively short because the Committee had done their homework. He thanked the Committee members for this, adding that this made the Committee meeting work.
- Mayor Parrish stated that the audit was discussed at the Finance Committee meeting and that staff had indicated it was a clean audit.

- Mr. Garber, representing PB Mares, LLP, the Authority's auditing firm, addressed the Authority and stated that he has been doing the audit work for the NVTa for the last three years, as well as some years in the past. He stated that the Authority had received a clean, or unmodified opinion, on its financial statements. Mr. Garber also stated that the Authority's compliance and internal controls had received a clean, or unmodified opinion. He noted that also included in the audit report were the management discussion and analysis, financial statements, balance sheets, income statements, etc. Mr. Garber stated that the Authority knows how its funds are being accumulated and that it is working hard to use those funds. He added that the audit firm reviews the 70% and 30% funds noting that the firm looks to ensure that the 30% funds are being dispersed correctly to the localities. He stated that the firm is comfortable that these funds are being handled correctly. Mr. Garber noted that there is only one debt issuance and that there are no changes with this, just normal payments. Mr. Garber concluded that there is an additional document that is a report to the Authority members outlining the audit report in general, and the guidelines followed by PBMares. He noted that this report would contain any audit entries, past adjustments or issues with management or gathering information, however, there were none of these issues to report.

Consent Agenda

- V. Acceptance of the FY2016 Audited Financial Statements**
- VI. Approval of Budget Adjustment – Exchange of Funding Source on FY2014 Projects**
- VII. Approval of Budget Adjustment – FY2017 Revenue and Working Capital Reserve**
- VIII. Approval of Fairfax County RSTP Reallocation Request**
 - Chairman Bulova moved approval of the consent agenda to include the specific motions in items V – VIII; seconded by Mayor Parrish. Motion carried unanimously.

Action

- IX. Adoption of Transportation Projects Reserve Policy**
Mayor Parrish, Chair, Finance Committee
 - Mayor Parrish reported that the Finance Committee had requested that staff research and report on the establishment of two reserve funds, the Contingency Reserve and the Transportation Projects Reserve. He invited Mr. Biesiadny to brief the Authority on these reserves.

- Mr. Biesiadny stated that based on the Finance Committee's request to research and report on the establishment of these two reserve funds, Ms. Backmon formed an Advisory Panel that included transportation and financial professionals from any of the member jurisdictions who wanted to participate. He noted that there were a number of financial professionals and transportation planners from numerous jurisdictions participating on the Panel and in the discussions.
- Mr. Biesiadny stated that the Transportation Projects Reserve was suggested by the Finance Committee to allow some funding to be set aside in the event there was a very large project that the Authority wanted to fund. He noted that this was prior to the I-66/Route 28 Interchange Project discussion. He added that the intent of this fund was that the Authority would not allocate all available funds in each funding cycle, but would set aside some of the revenues to be available to fund major projects in the future. Mr. Biesiadny stated that originally the reserve was discussed to be established with \$100 million in Pay-Go funds. He noted that the Advisory Panel discussed this and reviewed the information provided by the NVTa's financial advisor, PFM, regarding the Authority's long term bonding capacity, which is currently about \$1.8 billion.
- Mr. Biesiadny stated that the Advisory Panel recommended reserving a portion of the NVTa's bonding capacity, as opposed to setting aside Pay-Go funds, for the Transportation Projects Reserve. He noted that this allows the Authority to spend the available cash on projects now, without setting aside a cash balance for future projects, while reserving resources to address future large projects.
- Mayor Parrish moved approval of the draft Transportation Projects Reserve Policy, in a form approved by the Council of Counsels; seconded by Chairman Bulova.
- Senator Black requested clarification as to what portion of the debt capacity will be reserved for the Transportation Reserve Policy. Mr. Biesiadny responded that the recommendation was to reserve \$100 million of the \$1.8 billion debt capacity. He added that this would mean not issuing debt up to the full \$1.8 billion, but reserving \$100 million for future projects.
- Senator Black suggested that now we are talking about allocating all Pay-Go funds, and then \$1.7 billion in bond funding, before we reach our reserve. He stated that at this point, we are nearing the limits of our debt capacity. He suggested the Authority consider a reserve of \$250 million. Chairman Bulova stated that we would not need to use all of the debt capacity before using debt capacity to fund future projects, but that this reserve would ensure resources are available in case the rest of the capacity was used.
- Senator Black stated that we are talking about a reserve policy, not a financial funding decision. He suggested that when talking about our policy, it might be more appropriate to reserve a larger amount. Council Member Rishell pointed out that the policy states "at least a \$100 million". Mr. Longhi responded that the policy and the reserve level would be reexamined each year. He added that

currently \$200 million in debt capacity is committed for the FY2017 Program, but it will take the Authority several years to get to a point where the reserve level is even in range of being used. He noted that NVTa staff is working on Principles of Sound Financial Policies and that these will likely call for the reserve to increase as more of the debt capacity is used. He added that inflation and other factors will need to be taken into account as well.

- Chairman Nohe stated that we would have to spend billions of dollars for this policy to become relevant. He added that there are enough projects to spend billions of dollars, but not enough construction capacity to do this. Chairman Nohe stated that by the time we get to the place where the reserve becomes relevant, we will have re-evaluated this policy several times. He concluded that right now it is more about establishing that we have a policy, than how we will implement the policy.
- Mr. Biesiadny stated that the policy is also to establish that the reserve will be in the debt capacity, as opposed to Pay-Go funds. He added that the alternate is to reserve \$100 million cash and this policy states that we will not do that, but will use debt to protect future large project.
- Chairman Nohe stated that he did not like the idea of a cash reserve because taxpayers expect their taxes to turn into projects, not sit in reserve.
- Delegate Minchew asked if there is a need to get a conditional, anticipatory opinion on the policy from bond counsel prior to adoption. Mr. Longhi responded that this policy is secondary to the Authority's debt policy, therefore, prior to invoking this policy, all of the covenants within the debt policy will be met.
- Delegate Minchew asked for clarification that this could not be read as disparaging to the current bond adventures. Mr. Longhi responded that it would not.
- Mayor Parrish stated that he could understand Senator Black's concerns, based on the recent Authority approval of a \$300 million project. He added that it will be many years before we get close to our debt capacity limit. He stated that setting the policy, as written, sets a good balance for an amount and creates a policy that can be reviewed.
- Chairman Bulova added that it seems like there would not be problem with reserving a higher level of debt capacity. She suggested that the Finance Committee could consider what a higher amount for the reserve could be. She also suggested the Authority adopt the policy this evening and revisit the reserve amount in the future.
- Senator Black stated that he agrees with using debt capacity, not Pay-Go funds for this reserve. However, he recommends setting aside a larger amount of debt capacity for the reserve.
- Mayor Parrish stated that the Finance Committee would discuss the reserve amount and urged the passage of the policy this evening.
- Motion carried unanimously.

X. Approval of Recommendation to Eliminate Contingency Reserve

Mayor Parrish, Chair, Finance Committee

- Mr. Biesiadny stated that the second reserve that the Advisory Panel reviewed was the Contingency Reserve. He noted that the purpose of the Contingency Reserve was to allow for projects funded by the Authority to have a contingency in place due to unexpected circumstances. For example, if a funded project experienced unexpected cost overruns, there would be money set aside that the Authority could use to complete the project. Mr. Biesiadny added that this reserve was discussed at great length and that concerns were raised. He stated one concern was that project sponsors are responsible to ensure that there are adequate reserves included in the project budget when submitting the project to the Authority for consideration. He added that by the Authority establishing a Contingency Reserve, the risk could be shifted from the project sponsors to the Authority, suggesting that the Authority will take care of the project if the project sponsors do not budget correctly. Mr. Biesiadny acknowledged that while unexpected circumstances can arise, there is already an NVTa policy (per the Standard Project Agreement) that allows project sponsors to contact the Executive Director to request additional funding for a project. He added these considerations do go through the project evaluation process, the same as other funding requests. He noted that since one of the evaluation parameters is congestion reduction relative to cost, the Panel recommended against providing an incentive for project sponsors to underestimate their project costs to receive a better score. Mr. Biesiadny concluded that for these reasons, the Advisory Panel does not recommend establishing the Contingency Reserve. He noted that ultimately it is the responsibility of the project sponsor to request the correct amount of funds, adding that the jurisdictions also have 30% funds that can be used for budget overruns. He also noted that project sponsors can also come back to the Authority to ask for additional funds and go through the project evaluation process during the next funding cycle.
- Mayor Parrish moved approval of the elimination of the Contingency Reserve in the Regional Revenue Fund, as recommended by the NVTa Advisory Panel and reviewed by the NVTa Finance Committee; seconded by Senator Black. Motion carried unanimously.

XI. Approval of Legislative Services Contract

Mayor Parrish, Chair, Finance Committee

- Chairman Nohe deferred this item to the next Authority meeting.

XII. Adoption of Resolution 17-01 Smart Scale Project Endorsements

Ms. Backmon, Executive Director

- Ms. Backmon stated that the Authority has received 16 project requests from the localities and agencies regarding endorsements for the Smart Scale evaluation process. She noted that the Authority, as a regional entity, can submit projects for evaluation in the Smart Scale process. She added that projects in Northern Virginia that are in Corridors of Statewide Significance (CoSS) must have a resolution of support from the Authority, as the regional entity for Northern Virginia, to be considered for the Smart Scale prioritization process. Ms. Backmon stated that public transit agencies are required to have a resolution of support from the Authority or a local government for the projects located in the Regional Network, to be eligible for Smart Scale evaluation. She added that the deadline for the applications had past, but the deadline for submission of the resolutions is December 1, 2016. She noted that the draft resolution is inclusive of all the project requests received to date.
- Council Member Snyder asked if additional Smart Scale projects that need NVTA endorsement can be added later. Ms. Backmon responded that this item is being considered in October to allow time for additional projects to be added for Authority consideration in November, if necessary.
- Ms. Hynes moved adoption of Resolution 17-01, A Resolution for the Support of Northern Virginia Projects to the Commonwealth of Virginia's Smart Scale Prioritization Process, in a form approved by the Council of Counsels; seconded by Delegate Minchew.
- Council Member Snyder asked for confirmation that Fairfax County is working closely with Falls Church on a projects for submission. Chairman Bulova responded affirmatively.
- Motion carried unanimously.

XIII. Appointment of Vice-Chairman

Nominating Committee

- Mayor Parrish thanked the Authority members for last month's discussion regarding the nomination of the Vice-Chairman. He stated that the Nominating Committee has had further discussion and nominates Loudoun County Chair Phyllis Randall as NVTA Vice-Chairman.
- Mayor Parrish moved the election of Phyllis Randall as Vice-Chairman of the NVTA for the remainder of calendar year 2016; seconded by Mayor Silberberg. Motion carried unanimously.

Discussion/Information

XIV. TransAction Fall Public Engagement Activities

Ms. Backmon, Executive Director

- Ms. Backmon informed the Authority members of the fall public engagement activities for TransAction. She noted that our first round of public engagement was this past spring and was comprised of workshops and pop-up events throughout the region. She stated that the fall public engagement is geared toward gathering and understanding citizen input regarding the project prioritization process, and will include an on-line survey and focus groups. She added that a workshop with members of the business community and other stakeholders will also be held on October 25, 2016. Ms. Backmon stated that last fall a benchmark survey was conducted to gauge the Authority's presence in the region and that there will be a follow up survey this fall to determine the effectiveness of our public engagement campaigns in raising awareness of the Authority and to gauge public perceptions about transportation in the region. Ms. Backmon concluded that the Authority will continue to receive updates on TransAction, which is scheduled for adoption next fall.

XV. FY2017 Program Plan of Finance Mayor Parrish, Chairman

- Mayor Parrish stated that the Finance Committee had discussed the Plan of Finance for the FY2017 Program. He asked Mr. Longhi to review the plan.
- Mr. Longhi reviewed the projections for NVTa revenue, project expenditures and cumulative cash balances for FY2014-2021. He stated that based on these projections, the Authority does not need to issue bonds until the later part of FY2018. He added that the best way to save money on a debt issuance is not to issue debt. He stated that by using cash reserves we can save approximately \$14.7 million a year. Mr. Longhi added that it is anticipated that if these projections change, they will most likely shift the bond issuance to a later date. He noted this will allow us more time to meet the IRS spend down regulations. Mr. Longhi concluded that there will likely be an update on the Plan of Finance at the January Finance Committee meeting, once the Standard Projects Agreements for the FY2017 Program are received.

XVI. Finance Committee Report Mayor Parrish, Chairman

- Mayor Parrish reported that, in addition to items previously mentioned, the Finance Committee had discussed an investment program that will be discussed in more detail at future meetings. Mayor Parrish stated that upcoming Finance Committee items include the review of the FY2018-2024 revenue estimates, the initial presentation of the FY2018 budgets and draft financial principles.

XVII. Planning and Programming Committee Report Chairman Nohe, Chair

- Chairman Nohe stated that the Planning and Programming Committee had discussed the TransAction update, the project schedule and the timeline for the next year.

XVIII. Planning Coordination Advisory Committee Report

Mayor Foreman, Chairman

- Mayor Foreman thanked the NVTa for giving the Planning Coordination Advisory Committee (PCAC) some substantive discussion items. He stated that the Committee had received a briefing on the candidate performance measures to be used in the evaluation of projects for TransAction. He noted that the Committee will discuss this topic in more detail and take action to provide recommendations at its October meeting. He thanked Mr. Jasper and Ms. Backmon for preparing an outstanding September meeting and noted that members left with homework. He requested that Authority members encourage their PCAC members to attend the October meeting.

XIX. Technical Advisory Committee Report

Mr. Boice, Chairman

- No verbal report.

XX. Monthly Revenue Report

Mr. Longhi, CFO

- No verbal report.

XXI. Operating Budget Report

Mr. Longhi, CFO

- No verbal report.

XXII. Executive Director's Report

Ms. Backmon, Executive Director

A. Approval of City of Alexandria and Town of Dumfries CMAQ/RSTP Reallocation Requests

- Ms. Backmon stated that the Authority will be presenting to the Joint Commission on Transportation Accountability (JCTA) on Wednesday, October 19, 2016. She noted that the Authority is required to report to this Committee annually regarding how NVTa revenues are expended. She added that the Authority is also hosting a break out session titled "Northern Virginia Transportation Authority: Investing Wisely – Delivering Results" at the Governor's Transportation Conference. She invited members attending the conference to stop by the session.

XXIII. Chairman's Comments

- Chairman Nohe noted that the next Authority meeting is scheduled for November 10, 2016, and asked members if anyone anticipated having a conflict with this date due to the proximity to the elections. There was consensus to hold the meeting on its regularly scheduled date.

- Mayor Parrish stated that the next Finance Committee meeting will be October 27, 2016 at 2pm.

XXIV. Adjournment

- Meeting adjourned at 7:54pm.

DRAFT

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

SUBJECT: Regional Funding Project 013-60721 (Lee Highway Corridor Intelligent Transportation System Enhancements)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-60721.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-60721 (Lee Highway Corridor Intelligent Transportation System Enhancements), 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 FY2017 70% regional revenues on July 14, 2016.
 - b. The attached SPA presented by the 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 013-60721

Coordination: Council of Counsels

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

**Arlington County SPA# 013-60721 (Lee Highway Corridor Intelligent
Transportation System Enhancements)**

SPA Documents are available upon request and at the NVTA website:

<http://www.thenovaauthority.org/meetings/authority-meetings>.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

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Attachment: SPA for NVTAs Project Number 013-60721

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Arlington County
(Recipient Entity)**

Project Name: Lee Highway Corridor ITS Enhancements

NVTA Project Number: 013-60721

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 ("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 25 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 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 Countys application for funding and has approved Arlington Countys administration and performance of the Projects described scope of work;

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

WHEREAS, NVTAFund agrees that Arlington County will design and/or construct the Project or perform such other specific work for the Project and Arlington 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 Arlington Countys 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 Countys governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entitys clerk's minutes which are appended hereto as Appendix E;

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

A. Recipient Entity's Obligations

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

B. NVTB's Obligations

NVTB shall:

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

4. Route all _____ Arlington 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 _____ Arlington 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 _____ Arlington 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 _____ Arlington County _____'s designated representative in writing. _____ Arlington County _____ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review _____ Arlington 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 _____ Arlington 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 _____ Arlington County _____ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by _____ Arlington 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 Arlington 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. Arlington 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 Arlington 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, Arlington 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 Arlington County's material breach of this Agreement. If so terminated, Arlington County shall refund to NVTAs all funds NVTAs provided to Arlington County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington 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, Arlington County may

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

Arlington 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 Arlington 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, Arlington 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 Arlington County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Arlington 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 Arlington 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 Arlington County, to the attention of Transp. Director
2100 Clarendon Blvd. Suite 900
Arlington, VA 22201 (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 represents that it is not acting as a partner or agent of NVT A; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

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

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

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

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

Northern Virginia Transportation Authority

By: _____

Date: _____

_____ Arlington County (Name of Recipient Entity)

By: Mark A. Schwarz

Date: 9/30/16

Appendix A –Narrative Description of Project (Attach Project Description Form)

NVTA Project Title: Lee Highway Corridor Intelligent Transportation System Enhancements (6R)

Recipient Entity: Arlington County

Project Manager Contact Information: Amit Sidhaye, 703-228-3730, Asidhaye@arlingtonva.us

Table A-1 Project Changes

Only Complete if Different from the Approved NVTA Project Description Form Attached

Table A-2 Project Milestone Changes

Systems Engineering and Design will begin early in calendar year 2017.

Signature: _____

Chief Executive Officer

Date: _____

10/20/16

Revised: 4/14/2016



Project Description Form – 6R

Basic Project Information

Submitting Jurisdiction/Agency: Arlington County

Project Title: Lee Highway Corridor
Intelligent Transportation System
Enhancements

Project Location: Along Lee Highway from the City of Falls Church border to near the DC border in Rosslyn.



Project Description: The Lee Highway Corridor is an important parallel route to I-66 that must accommodate regional thru traffic and local residential and commercial traffic. With high traffic volumes, several congested intersections, dangerous pedestrian crossings, and the planned expansion of ART service, the Lee Highway Corridor has numerous regional and local mobility constraints. The Lee Highway Intelligent Transportation System (ITS) project proposes to address these issues by installing an Intelligent Transportation System and corresponding Adaptive Traffic Control System program, to better manage traffic flow for both automobiles and buses. The project will install additional Bluetooth devices, count stations, CCTV cameras, and Forward Looking Infrared (FLIR) detectors in order to monitor traffic flow and safety of all modes. At the interchange of Lee Highway and I-66, the project will upgrade two signals, providing a better-timed connection between I-66 and Lee Highway. The project will also upgrade existing mast arm signals and add or improve existing streetlights along Lee Highway.

As a corridor-wide system, the Intelligent Transportation System and Adaptive Traffic Control System program are adaptive responsive traffic control systems that help monitor real time traffic conditions, including volume, speeds, delays and queues. The system automatically optimizes the traffic signal timings depending upon 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 will also provide for coordinated transit signal priority, which will improve transit service times along the corridor. As Arlington Transit (ART) adds more bus service along Lee Highway, increased bus service and signal priority provide the first phase in potential future large-scale multimodal improvements for the corridor.

Project Analysis Summary*

NVTA Quantitative Score	51.08	Rank	7
Congestion Reduction Relative to Cost Ratio (NVTA Share)	1.56	hours saved/\$	Rank 2
Congestion Reduction Relative to Cost Ratio (Total Cost)	1.56	hours saved/\$	Rank 1

*Detailed scoring information can be found at: <http://www.thenovaauthority.org/planning-programming/fy2017-program/>

For pedestrians and bicyclists, the system reduces delay timings and facilitates safe crossing at busy intersections. This project reduces vehicular and transit congestion along the corridor and improves the safety of vehicular, bicycle, and pedestrian users on County roadways. The goal of these improvements is to optimize roadway functionality for all modes, ensuring safe, efficient travel.

Project Milestones

Project Milestones by Project Phase:

- **Systems Engineering:** Expected Start July 2016; Expected End June 2017
- **Design:** Expected start January 2017; Expected End December 2017
- **Right of Way Acquisition:** Expected Start June 2017; Expected End June 2018
- **Construction:** Expected Start June 2018; Expected End September 2019

Project Cost

Requested NVTA FY2017 Funds: \$3,000,000

Total Cost to Complete Project: \$3,000,000

Project Phases	Requested NVTA FY2017 Funds	Other Sources of Funding	Total Cost by Phase
Systems Engineering	\$100,000 (FY2017)		\$100,000 (FY2017)
Environmental Work			
Design	\$375,000 (FY2017)		\$375,000 (FY2017)
Right of Way Acquisition	\$100,000 (FY2018)		\$100,000 (FY2018)
Construction	\$1,000,000 (FY2019) \$1,425,000 (FY2020)		\$1,000,000 (FY2019) \$1,425,000 (FY2020)
Capital Asset Acquisitions			
Other			
TOTAL	\$3,000,000		\$3,000,000

Project Impacts

What regional benefit(s) does this project offer? This project offers vehicular and transit travel time savings for those traveling the Lee Highway (US-29) corridor. This corridor provides important regional vehicular and transit connections between the East Falls Church and Rosslyn Metro stations / activity centers, servicing numerous residential and commercial destinations in between. The corridor is part of the National Highway System and is an important parallel route to I-66, with regional connections to the City of Falls Church, Fairfax County, Fairfax City, and downtown Washington, DC. By providing real-time based driver information, improving safety, and optimizing vehicular and transit travel times, Lee Highway can better move people through the County and provide a safe and efficient alternative to I-66 during incidents.

How will the project reduce congestion? This project reduces congestion by improving the level of vehicular and transit service on the facility and optimizing the performance of the roadway to better manage traffic. The Adaptive Signal Control System has the ability to adjust signal timing in real-time to better utilize the signal throughput and more efficiently move people through the intersection. This technique can improve the LOS at intersections along Lee Highway. Additionally, passive pedestrian detection has the capability to drop calls if pedestrians move out of the area. In this case, the unused signal time can be returned to the main phase, thus providing an increase in through capacity. Real-time driver information will also improve congestion by alerting drivers to alternate routes, incidents, and detours. This ITS project will also provide the infrastructure for Transit Signal Priority, reducing travel times for transit vehicles and increasing transit throughput of the corridor. Finally, by making Lee Highway a faster and more convenient travel option for all modes, this project will reduce congestion on I-66 caused by Lee Highway traffic that unnecessarily diverts to I-66.

How will the project increase capacity? This project will increase the capacity of bus transit and vehicular traffic on the Lee Highway Corridor. The Adaptive Signal Control System has the ability to adjust signal timing in real-time to better utilize the signal throughput and more efficiently move people through the intersection. This technique can increase the signal capacity from cycle to cycle to increase the capacity of the roadway for personal and transit vehicles. The project also includes passive pedestrian detection, which maintains the capability to drop calls if pedestrians move out of the area. In this case, the time can be returned to the main phase, thus providing an increase in capacity for all vehicle types.

By cycling buses along the corridor faster, the same number of buses will be able to provide more trips, thus increasing transit capacity without requiring an increase in transit vehicles. Transit travel times will be reduced, thereby increasing capacity, by utilizing technologies such as queue jumps and transit signal priority. This project will include the physical infrastructure to enable these transit improvements.

Additionally, improvements to signals at Lee Highway at Washington Boulevard will improve the operations of the intersection and increase capacity by providing additional queuing space for left-turns onto I-66.

How will the project improve auto and pedestrian safety? This project will improve safety for automobile drivers and passengers, bicyclists, pedestrians, and transit users. This project will enhance automobile safety by managing the flow of vehicles to reduce congestion and optimize performance, making traffic more predictable and reducing unanticipated stop-and-go incidents. Incident management and response times should be improved due to the improved monitoring and messaging provided by the project. Additionally,

the system also helps monitor and adjust the operation of traffic signals during emergency situations and facilitates the smooth operation of evacuation routes.

Pedestrian and bicycle safety will be improved through the installation of lead pedestrian intervals at high activity crossings. Accessible pushbutton systems will also help disabled pedestrians utilize crossings more safely. For all users, improved streetlights will improve visibility and help provide safety for pedestrians and automobiles. Improved monitoring due to additional CCTC camera installations will also help provide for better response and coordination among public safety agencies.

How will the project improve regional connectivity? The Lee Highway corridor is a major east-west route from Washington, D.C. to Fairfax County, Falls Church, and areas west. The project limits will directly extend between the **Falls Church** activity center and the **Rosslyn** and **Courthouse** activity centers. Within the project limits, this ITS project will enhance vehicular and transit service and provide enhanced and safer pedestrian and bicycle connections.

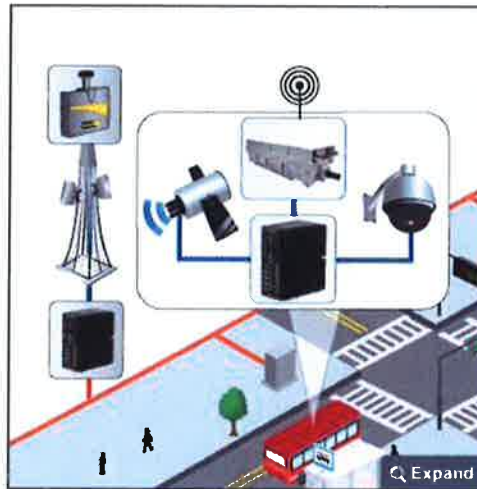
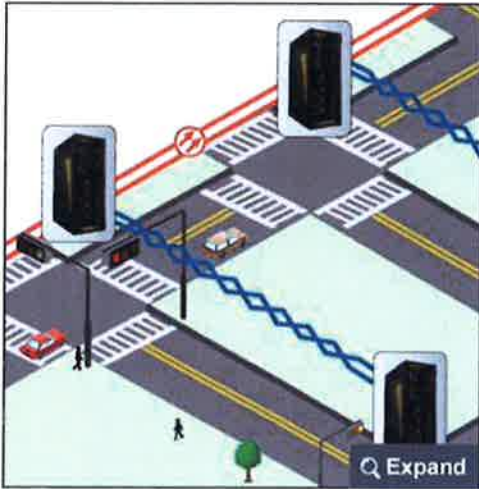
The corridor has critical importance as an alternate route to I-66 and also connects to several major regional routes outside project boundaries, such as I-66, Route 110, and the George Washington Parkway in **Rosslyn**, I-495 in **Merrifield/Dunn Loring**, US-50 in **Fairfax City**. Lee Highway connects many of the neighborhoods and activity centers in Arlington County to the wider region, including **Georgetown and Downtown Washington, DC**, and also provides a safe and direct access to the East Falls Church Metro station.

How will the project improve bicycle and pedestrian travel options? The ITS system is capable of detecting and optimizing service along the corridor for pedestrians and bicyclists as well as vehicles. The installation of infrared detection will allow for detection of bicycles in bike lanes or travel lanes, accommodating bicyclists with the same travel time and congestion improvement benefits as for other vehicles.

This project will install Lead Pedestrian Interval Signals at intersection of high pedestrian and bicycle traffic, eliminating most conflicts between crossing pedestrians and turning cars. It will also install audible accessible pushbutton systems, making signals ADA accessible. The capability of passive detection at areas of high pedestrian activity will allow for automatic detection of bicycles and pedestrians using crosswalks, enhancing their safety. Accommodating the safe movement of these users along the corridor is critical providing last mile access for residents or workers to access ART and Metrobus service on the corridor.

How will the project improve the management and operation of existing facilities through technology applications? This project is primarily a technology and operations project that, through the installation of ITS infrastructure, will enable the improved operations and management of the existing roadway configuration and transit service along Lee Highway.

Additional Information in Support of This Project



APPENDIX B-PROJECT BUDGET & CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Lee Highway Corridor ITS Enhancements (6R)
 Recipient Entity: Arlington County
 Project Contact Information: Amit Sidhaye, asidhaye@arlingtonva.us

NVTA Use:
 Date Received: _____
 Funding Program: _____
 Project #: _____
 Ledger Account #: _____
 Revision Date: _____
 Recv'd Certificate of Ins: _____

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	
Preliminary Engineering	\$ 475,000	\$ 475,000		
Right-of-Way Acquisition	\$ 100,000	\$ 100,000		
Construction	\$ 2,425,000	\$ 2,425,000		
Capital Asset Acquisitions				
Other				
Total Estimated Cost	\$ 3,000,000	\$ 3,000,000	\$ -	

TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering	\$ 200,000	\$ 275,000				
Right-of-Way Acquisition						
Construction		\$ 325,000	\$ 1,000,000	\$ 1,200,000		
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 200,000	\$ 600,000	\$ 1,000,000	\$ 1,200,000	\$ -	\$ -

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

TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY

Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July						
August						
September		\$ 150,000	\$ 250,000	\$ 300,000		
October						
November						
December		\$ 125,000	\$ 250,000	\$ 300,000		
January						
February	\$ 50,000					
March	\$ 50,000	\$ 300,000	\$ 250,000	\$ 300,000		
April	\$ 30,000					
May	\$ 40,000					
June	\$ 30,000	\$ 25,000	\$ 250,000	\$ 300,000		
Total per Fiscal Year	\$ 200,000	\$ 600,000	\$ 1,000,000	\$ 1,200,000	\$ -	\$ -

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

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

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

Recipient Entity
 Signature: Mark J. Schwarz
 Title: County Manager
 Date: Sept 30 2016
 Print name of person signing: MARK J. SCHWARZ
 Revised: 4/13/2016

Northern Virginia Transportation Authority
 Signature: _____
 Title: NVTA Executive Director
 Date: _____

Northern Virginia Transportation Authority
 Signature: _____
 Title: NVTA Chief Financial Officer
 Date: _____

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

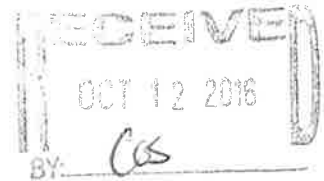
"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such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

RECIPIENT ENTITY

By: 
Name: DENNIS M. LEBLOND
Title: DIRECTOR OF TRANSPORTATION
Date: 10/9/16



ARLINGTON COUNTY, VIRGINIA



County Board Agenda Item Meeting of September 24, 2016

DATE: September 16, 2016

SUBJECT: Fiscal Year (FY) 2017 Northern Virginia Transportation Authority (NVTa) Standard Project Agreements for Funding and Administration and appropriation of grant funds.

C. M. RECOMMENDATIONS:

1. Approve the two attached Standard Project Agreements between the County Board of Arlington, Virginia, and NVTa for the use of NVTa Regional funding for two projects in the County's Capital Improvement Plan.
2. Authorize the County Manager or his designee, on behalf of the County Board, to execute all related documents necessary to formalize the Standard Project Agreements, subject to approval of the agreements and the documents as to form by the County Attorney.
3. Appropriate \$3,000,000 from FY 2017 NVTa funds (313.43514.353100) to the Department of Environmental Services (DES) (\$3,000,000 313.43514.TR07.A721), and \$11,600,000 from FY 2017 NVTa funds (335.43513.353100) to DES (\$6,221,000 to 335.43513.CC08.A731, \$3,279,000 to 335.43514.CC11.A731, and \$2,100,000 to 335.43513.CC16.A731) for transportation capital projects.

ISSUES: This is a request to execute two Standard 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. No issues have been identified.

SUMMARY: On November 14, 2015, the County Board endorsed three Arlington projects proposed for consideration by NVTa for FY 2017 regional transportation funds. These three projects were included in the FY 2015-2024 Arlington Capital Improvement Plan (CIP). On July 14, 2016, NVTa approved a FY 2017 One-Year Program totaling \$466 million. Projects selected went through a rigorous screening process that gave priority to those projects that provided the greatest congestion reduction relative to cost. The final list of 12 regionally significant transportation investments included \$14,600,000 for two Arlington County projects:

County Manager:

mga/cgm

County Attorney:

GAH

Staff: Sarah Crawford, Department of Environmental Services, Transportation Division

37.

- Crystal City Streets: 12th Street Transitway, Clark/Bell Realignment, and Intersection Improvements (\$11,600,000)
- Lee Highway Corridor Intelligent Transportation Systems Enhancements (\$3,000,000)

The County submitted an additional project for consideration, \$6.5 million for the East Falls Church Regional Connections and Access Project, which was not selected for funding due its relatively low score for congestion reduction relative to cost.

Prior to receiving funding, the County must enter into project agreements with NVTa outlining the terms and conditions for the regional transportation funding, which is largely based on the legislation enacted by the General Assembly in 2013 (House Bill 2313), as well as other requirements set forth by NVTa, including insurance and record keeping requirements. Attachments 1 and 2 include the Standard Project Agreements to be executed for each of the approved projects.

BACKGROUND: House Bill 2313 raises transportation revenues for Northern Virginia through a series of state-imposed regional taxes and fees. The 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 revenues generate approximately \$300 million annually for the region. Revenues are collected by the state and distributed to NVTa. Of these revenues, 70 percent are retained by NVTa to fund regional transportation projects that have been rated by the Virginia Department of Transportation (VDOT) consistent with a process outlined by legislation enacted by the General Assembly in 2012 (House Bill 599).

To facilitate the implementation of these projects, NVTa developed an agreement to govern the terms and conditions associated with Virginia Code. 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: The NVTa Regional funds were included in the County's Adopted FY 2017 – FY 2026 CIP (see the Crystal City, Pentagon City, Potomac Yard Streets and Intelligent Transportation Systems programs in the Transportation section). Reference to these funds is located in the Transportation Section of the Proposed FY 2017-2026 CIP: Crystal City, Pentagon City, and Potomac Yard Streets, page E-96, and Intelligent Transportation Systems, page E-103. Approving these project agreements ensures the full funding for the two projects receiving regional funds.



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
LIBBY GARVEY
CHAIR
JAY FISETTE
VICE CHAIR

KATIE CRISTOL
CHRISTIAN DORSEY
JOHN VIHSTADT

CERTIFICATION

I hereby certify that at its September 24, 2016 Regular Meeting, on a consent motion by Mr. Dorsey, seconded by Ms. Cristol and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Garvey - Aye, Mr. Fisetite - Aye, Ms. Cristol - Aye, Mr. Dorsey - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the C.M. **RECOMMENDATIONS** in the attached County Manager's reports dated September 16, 2016 "SUBJECT: Fiscal Year (FY) 2017 Northern Virginia Transportation Authority (NVTa) Standard Project Agreements for Funding and Administration and appropriation of grant funds."

Given under my hand this 28th day of September 2016.



Hope L. Halleck, Clerk
Arlington County Board

[SEAL]



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

SUBJECT: Regional Funding Project 013-80731 (Crystal City Streets: 12th Street Transitway, Clark/Bell Realignment & Intersection Improvements)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-80731.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-80731 (Crystal City Streets: 12th Street Transitway, Clark/Bell Realignment & Intersection 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 FY2017 70% regional revenues on July 14, 2016.
 - b. The attached SPA presented by the 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 013-80731

Coordination: Council of Counsels

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

**Arlington County SPA# 013-80731 Crystal City Streets: 12th Street Transitway,
Clark/Bell Realignment & Intersection Improvements**

SPA Documents are available upon request and at the NVTa website:

<http://www.thenovaauthority.org/meetings/authority-meetings>.



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

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Attachment: SPA for NVTAs Project Number 013-80731

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Arlington County
(Recipient Entity)

Project Name: Crystal City Streets

NVTA Project Number: 013-80731

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 ("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 25 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 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's application for funding and has approved Arlington County's administration and performance of the Project's described scope of work;

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

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

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

B. NVTB's Obligations

NVTB shall:

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

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

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

_____ Arlington 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 Arlington 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, Arlington 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 Arlington County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Arlington 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 Arlington 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 Arlington County, to the attention of Transp. Director
2100 Clarendon Blvd. Suite 900
Arlington, VA 22201 (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 represents that it is not acting as a partner or agent of NVT; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

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

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

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

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

Northern Virginia Transportation Authority

By: _____

Date: _____

_____ Arlington County _____ (Name of Recipient Entity)

By: Mark J. Schwartz

Date: 9/30/16

Appendix A –Narrative Description of Project (Attach Project Description Form)

NVTA Project Title: Crystal City Streets: 12th Street Transitway, Clark/Bell Realignment, and
Intersection Improvements (8Y)

Recipient Entity: Arlington County

Project Manager Contact Information: Mark Schnauffer, 703-228-3935, Mschnauffer@arlingtonva.us

Table A-1 Project Changes

Only Complete if Different from the Approved NVTA Project Description Form Attached

Table A-2 Project Milestone Changes

Only Complete if Different from the Approved NVTA Project Description Form Attached

Signature: Mark A. Schnauffer
Chief Executive Officer

Date: Sept 30 2016



Project Description Form – 8Y

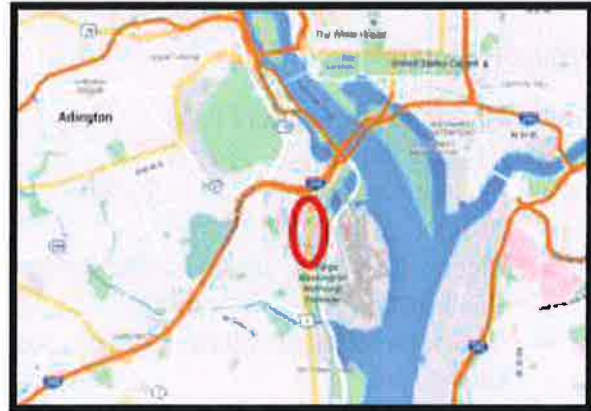
Basic Project Information

Submitting Jurisdiction/Agency: Arlington County

Project Title: Crystal City Streets: 12th Street Transitway, Clark/Bell Realignment & Intersection Improvements

Project Location:

- a. 12th Street South between South Eads Street and South Clark Street
- b. South Clark Street between 12th Street South and 15th Street South



- c. 23rd Street South between South Eads Street and South Clark Street

Project Description: The existing street network in Crystal City is dominated by a limited number of north-south streets, contains several disjointed and separated streets, one-way streets, and inadequate intersections. This existing situation does not function efficiently as a network, and thus limits overall circulation, resulting in unnecessary road and transit congestion throughout Crystal City. The goal of these improvements is to streamline the existing road network, make movements for all modes of transportation more efficient, create new connections to the street grid network, and to construct an extension of the Crystal City-Potomac Yard (CCPY) Transitway, Northern Virginia's first Metroway line. Metroway is a limited stop bus service with segments on exclusive right-of-way. The Crystal City Streets Program was developed to support the 2010 Crystal City Sector Plan, the Crystal City Multimodal Study, and the Arlington Transportation Master Plan.

The 12th Street South portion of the Crystal City Streets Program will reconfigure the street between South Eads Street and South Clark Street to provide exclusive transit lanes serving this portion of the extended CCPY Transitway. The project will also include improvements to intersections, pedestrian accessibility, and safety. Following the County-funded demolition of a functionally obsolete section of Clark Street, this project will also reconfigure and realign a segment of Clark Street with Bell Street, creating a new more efficient street network. The improvements will normalize the existing intersection, improve traffic circulation and pedestrian safety and connectivity, and accommodate the southern one-way portion of the CCPY Transitway. The intersection improvements around 23rd Street South and US-1 will simplify the design of

Project Analysis Summary*

NVTA Quantitative Score	48.74	Rank	11
Congestion Reduction Relative to Cost Ratio (NVTA Share)	0.13	hours saved/\$	Rank 15
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.13	hours saved/\$	Rank 14

*Detailed scoring information can be found at: <http://www.thenovaauthority.org/planning-programming/fy2017-program/>

three closely-spaced intersections that are confusing and inefficient for all modes of travel, thus improving traffic operations and pedestrian circulation within this important activity center. The project is in various stages of engineering design. The proposed cost of \$11,600,000 will fund all three components into construction.

Project Milestones

Project Milestones by Project Phase:

- **Engineering:** 2013 – 06/2017
- **Environmental Work:** 2014 – 06/2017
- **Design:** 2013 – 06/2017
- **Right of Way Acquisition:** n/a (no additional ROW required)
- **Construction:** 07/2016 – 06/2020
- **Capital Asset Acquisitions:** n/a (none required)
- **Other:**

Project Cost

Requested NVT A FY2017 Funds: \$11,600,000

Total Cost to Complete Project: \$11,600,000

Project Phases	Requested NVT A FY2017 Funds	Other Sources of Funding	Total Cost by Phase
Engineering	\$350,000 (FY2017) \$100,000 (FY2018)		\$350,000 (FY2017) \$100,000 (FY2018)
Environmental Work	\$60,000 (FY2017) \$40,000 (FY2018)		\$60,000 (FY2017) \$40,000 (FY2018)
Design	\$350,000 (FY2017) \$100,000 (FY2018)		\$350,000 (FY2017) \$100,000 (FY2018)
Right of Way Acquisition			
Construction	\$1,200,000 (FY2017) \$5,700,000 (FY2018) \$3,500,000 (FY2019) \$200,000 (FY2020)		\$1,200,000 (FY2017) \$5,700,000 (FY2018) \$3,500,000 (FY2019) \$200,000 (FY2020)
Capital Asset Acquisitions			
Other			
TOTAL	\$11,600,000		\$11,600,000

Project Impacts

What regional benefit(s) does this project offer? This project is a key roadway component of Crystal City, Pentagon City, and the Pentagon, which forms a major regional activity center, employment center, multimodal transportation hub, and a key gateway for travel between Northern Virginia and downtown Washington, DC. It contains an estimated 73,400 jobs in 2015 and is forecasted to reach 112,700 jobs by 2040. The Crystal City Streets Program will reconfigure the network of streets in Crystal City from a poorly-functioning grid of one-way streets to a more convenient network of two-way multimodal streets. The improved streets will streamline automobile traffic, reducing congestion by allowing drivers and buses to more directly reach their destinations without circling long blocks. The new streets will also allow better and safer access to transit for pedestrians.

This project will also extend the Crystal City-Potomac Yard Transitway, Virginia's first Metroway service. The Metroway connects Crystal City in Arlington with Potomac Yard and the Braddock Road Metrorail Station in Alexandria, then runs as a normal slow surface bus between Crystal City and Pentagon City. This project will extend the rapid transit features of the line north to the Pentagon City Metro station.

Extending Metroway service will provide new rapid transit access to multiple activity centers, take cars off congested streets, and add transit capacity at one of the Metrorail system's most congested points.



These maps show the route of the under construction CCPY (top left), initial planned transit service (top right) of the under construction CCPY Transitway, and the planned CCPY Transitway extension to Pentagon City (bottom).



How will the project reduce congestion? The Crystal City Streets Program will reduce congestion by completing a two-way street grid in Crystal City, eliminating excess time lost and vehicle-miles traveled by drivers attempting to reach their destinations through a disorienting one-way street grid that unnecessarily requires drivers to loop and double back to reach destinations. The Streets Program will also induce new transit trips and reduce congestion on Metrorail through its extension of the Crystal City-Potomac Yard Metroway line to Pentagon City. These new connections and dedicated bus lanes will reduce the travel time and increase the capacity of planned transit service, reducing vehicle trips and reducing both roadway and transit congestion. The improvements to the intersection of 23rd Street South, South Eads Street, and Route 1 will reduce congestion by realigning the intersection with planned improvements in Crystal City, simplifying intersection geometries, and creating safer travel conditions for all modes.

How will the project increase capacity? The Crystal City Streets Program will complete two segments of the extended Crystal City-Potomac Yard Transitway, allowing for uninterrupted rapid transit trips on 12th Street South and on South Clark Street through the project areas identified. This facility currently runs in mixed-traffic, resulting in potential service disruption, lower reliability, and higher travel times. These dedicated facilities do not currently exist, and the proposed transit circulation patterns are not currently possible on the existing one-way street grid. The two proposed road realignments and reconfigurations in this project would enable faster transit trips along the extended CCPY.

By allowing buses to travel along their route faster, the same number of buses will be able to make more trips along their route, thus directly increasing the through-capacity of transit in the corridor. In addition to that direct capacity improvement, an additional rapid transit connection between Pentagon City, Crystal City, and Braddock Road Metro stations will reduce the burden on the Metrorail system to carry local trips, thus increasing the effective capacity of the Metrorail Yellow and Blue lines.

The reconfiguration of South Clark and South Bell Streets will enable additional local street connections, increase roadway capacity, and allow for additional turning movements. The intersection of 23rd Street

South and Route 1 is confusing and dangerous for vehicles and pedestrians. The realignment and reconfiguration of this intersection will reduce conflict points and simplify the intersection geometry, increasing the vehicular capacity of these major local and regional streets.

Finally, given the extremely high volume of pedestrian traffic in Crystal City, pedestrian capacity will be increased via wider sidewalks and improved pedestrian crossings. Without this additional pedestrian capacity, pedestrians will spill onto the roadway, resulting in an unsafe situation and impeding vehicular travel.

How will the project improve auto and pedestrian safety? The Crystal City Streets Program will address both auto and pedestrian safety. Intersections will feature new signals and updated signal timing. Comprehensive traffic analysis will inform all the designs within the project area in order to simplify the vehicle movements and reduce conflict points. Pedestrian safety will be improved with new, wider sidewalks, updated pedestrian ramps, median refuges where possible, new crosswalks designed specifically for the high pedestrian volumes in Crystal City area, and new pedestrian signals.

How will the project improve regional connectivity? The project will directly improve pedestrian, bicycle, vehicular, and transit connectivity within and between the **Pentagon City** and **Crystal City** activity centers in Arlington. By enabling the extension CCPY transitway, this project will connect these Arlington activity centers to the **Potomac Yard** and **Braddock Road** activity centers in Alexandria. These connections will be improved for transit vehicles and automobiles.

Finally, by reducing the burden on Metrorail to carry short distance trips, this project will add capacity to the most crowded section of the Blue and Yellow lines, thus improving connectivity between **Downtown Washington and Rosslyn**, and activity centers further south including **King Street, Carlyle, Beauregard, Landmark, Huntington, Beltway South, and Springfield**.

How will the project improve bicycle and pedestrian travel options? Pedestrian and bicycle connectivity will both be improved by the completion of the Crystal City street grid as part of this Project. Completing the street grid will allow for direct trips between points in Crystal City that are not currently possible due to a lack of street connections. Additionally, new protected bicycle lanes included in the Crystal City Streets Program will be funded by this request. Comparable protected bicycle lanes in Arlington have increased bicycle trips by 93% on affected streets.

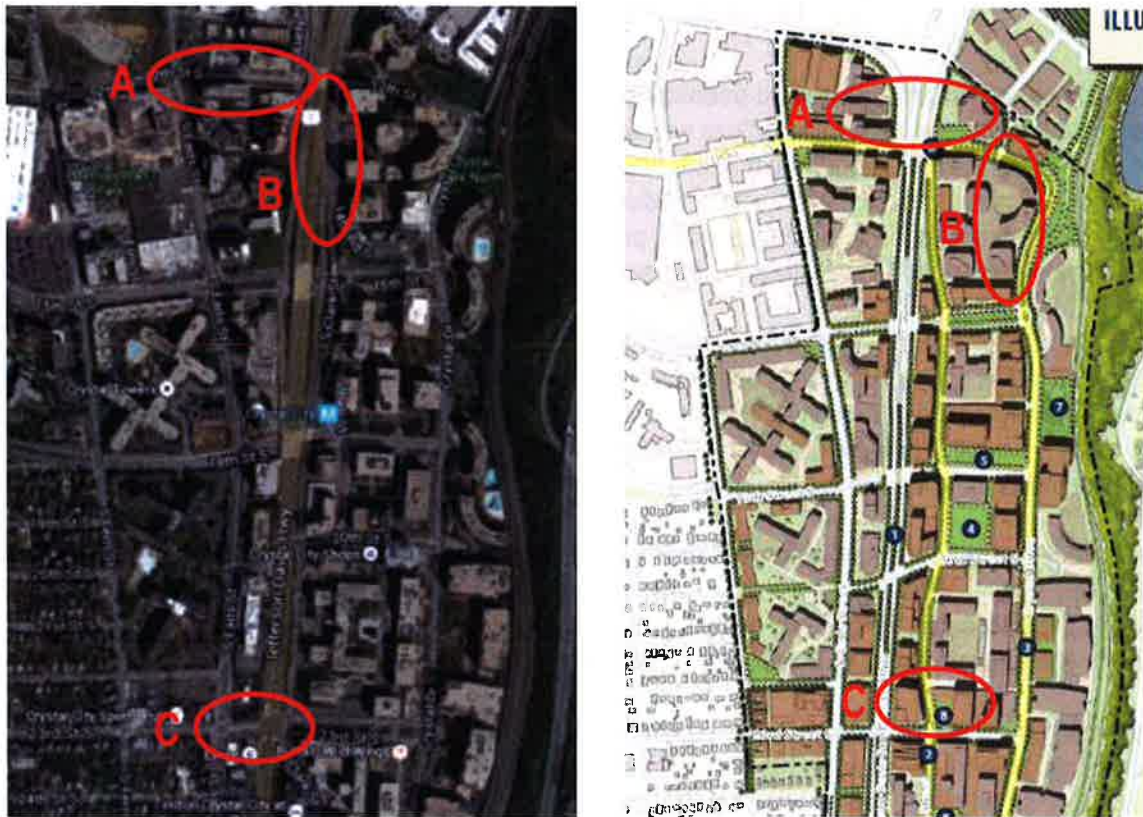
How will the project improve the management and operation of existing facilities through technology applications? The County will leverage the recently constructed fiber optic network, CCTV camera installations, and improved detection and pre-emption infrastructure components to make Transit Signal Priority successful in the CCPY area. In addition, new technologies such as queue jumps can be implemented to further enhance transit throughout the corridor.

Additional Information in Support of This Project

<http://projects.arlingtonva.us/projects/15th-street-clark-bell-street-realignment/>

<http://projects.arlingtonva.us/projects/23rd-street-south-realignment/>

http://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/5/2014/03/sprc_Jul3012_SectorPlan_CrystalCityPO.pdf



Project Location in relation to existing conditions and the Crystal City Sector Plan (adopted 2010).

APPENDIX B-PROJECT BUDGET & CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Crystal City Streets (8Y)
 Recipient Entity: Arlington County
 Project Contact Information: Mark Schnauer, 703-228-3935, mschnauer@arlingtonva.us

NVTA Use:	
Date Received:	_____
Funding Program:	_____
Project #:	_____
Ledger Account #:	_____
Revision Date:	_____
Recv'd Certificate of Ins:	_____

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	
Preliminary Engineering	\$ 2,550,000	\$ 1,000,000	\$ 1,550,000	TIF / TCF C&I
Right-of-Way Acquisition				
Construction	\$ 15,426,000	\$ 10,600,000	\$ 4,826,000	TIF
Capital Asset Acquisitions				
Other				
Total Estimated Cost	\$ 17,976,000	\$ 11,600,000	\$ 6,376,000	TIF / TCF C&I

TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering	\$ 910,000	\$ 90,000				
Right-of-Way Acquisition						
Construction			\$ 2,450,000	\$ 8,150,000		
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 910,000	\$ 90,000	\$ 2,450,000	\$ 8,150,000	\$ -	\$ -

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

TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY

Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July						
August						
September		\$ 90,000		\$ 2,250,000		
October	\$ 40,000					
November	\$ 45,000					
December	\$ 100,000			\$ 2,250,000		
January	\$ 100,000					
February	\$ 125,000					
March	\$ 125,000		\$ 500,000	\$ 2,250,000		
April	\$ 125,000					
May	\$ 125,000					
June	\$ 125,000		\$ 1,950,000	\$ 1,400,000		
Total per Fiscal Year	\$ 910,000	\$ 90,000	\$ 2,450,000	\$ 8,150,000	\$ -	\$ -

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

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

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

Recipient Entity

Mark J. Schnauer

Signature

COUNTY MANAGER

Title

Sept. 30 2016

Date

MARK J. SCHNAUER

Print name of person signing

Revised: 4/13/2016

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Northern Virginia Transportation Authority

Signature

NVTA Chief Financial Officer

Title

Date

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

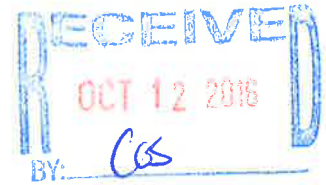
"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such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

RECIPIENT ENTITY

By: 
Name: DENNIS M. DEBELT
Title: DIR OF TRANSPORTATION
Date: 10/4/16



ARLINGTON COUNTY, VIRGINIA



County Board Agenda Item Meeting of September 24, 2016

DATE: September 16, 2016

SUBJECT: Fiscal Year (FY) 2017 Northern Virginia Transportation Authority (NVTa) Standard Project Agreements for Funding and Administration and appropriation of grant funds.

C. M. RECOMMENDATIONS:

1. Approve the two attached Standard Project Agreements between the County Board of Arlington, Virginia, and NVTa for the use of NVTa Regional funding for two projects in the County's Capital Improvement Plan.
2. Authorize the County Manager or his designee, on behalf of the County Board, to execute all related documents necessary to formalize the Standard Project Agreements, subject to approval of the agreements and the documents as to form by the County Attorney.
3. Appropriate \$3,000,000 from FY 2017 NVTa funds (313.43514.353100) to the Department of Environmental Services (DES) (\$3,000,000 313.43514.TR07.A721), and \$11,600,000 from FY 2017 NVTa funds (335.43513.353100) to DES (\$6,221,000 to 335.43513.CC08.A731, \$3,279,000 to 335.43514.CC11.A731, and \$2,100,000 to 335.43513.CC16.A731) for transportation capital projects.

ISSUES: This is a request to execute two Standard 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. No issues have been identified.

SUMMARY: On November 14, 2015, the County Board endorsed three Arlington projects proposed for consideration by NVTa for FY 2017 regional transportation funds. These three projects were included in the FY 2015-2024 Arlington Capital Improvement Plan (CIP). On July 14, 2016, NVTa approved a FY 2017 One-Year Program totaling \$466 million. Projects selected went through a rigorous screening process that gave priority to those projects that provided the greatest congestion reduction relative to cost. The final list of 12 regionally significant transportation investments included \$14,600,000 for two Arlington County projects:

County Manager:

mgs/cgm

County Attorney:

CA

37.

Staff: Sarah Crawford, Department of Environmental Services, Transportation Division

- Crystal City Streets: 12th Street Transitway, Clark/Bell Realignment, and Intersection Improvements (\$11,600,000)
- Lee Highway Corridor Intelligent Transportation Systems Enhancements (\$3,000,000)

The County submitted an additional project for consideration, \$6.5 million for the East Falls Church Regional Connections and Access Project, which was not selected for funding due its relatively low score for congestion reduction relative to cost.

Prior to receiving funding, the County must enter into project agreements with NVTa outlining the terms and conditions for the regional transportation funding, which is largely based on the legislation enacted by the General Assembly in 2013 (House Bill 2313), as well as other requirements set forth by NVTa, including insurance and record keeping requirements. Attachments 1 and 2 include the Standard Project Agreements to be executed for each of the approved projects.

BACKGROUND: House Bill 2313 raises transportation revenues for Northern Virginia through a series of state-imposed regional taxes and fees. The 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 revenues generate approximately \$300 million annually for the region. Revenues are collected by the state and distributed to NVTa. Of these revenues, 70 percent are retained by NVTa to fund regional transportation projects that have been rated by the Virginia Department of Transportation (VDOT) consistent with a process outlined by legislation enacted by the General Assembly in 2012 (House Bill 599).

To facilitate the implementation of these projects, NVTa developed an agreement to govern the terms and conditions associated with Virginia Code. 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: The NVTa Regional funds were included in the County's Adopted FY 2017 – FY 2026 CIP (see the Crystal City, Pentagon City, Potomac Yard Streets and Intelligent Transportation Systems programs in the Transportation section). Reference to these funds is located in the Transportation Section of the Proposed FY 2017-2026 CIP: Crystal City, Pentagon City, and Potomac Yard Streets, page E-96, and Intelligent Transportation Systems, page E-103. Approving these project agreements ensures the full funding for the two projects receiving regional funds.



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
LIBBY GARVEY
CHAIR
JAY FISETTE
VICE CHAIR

KATIE CRISTOL
CHRISTIAN DORSEY
JOHN VIHSTADT

CERTIFICATION

I hereby certify that at its September 24, 2016 Regular Meeting, on a consent motion by Mr. Dorsey, seconded by Ms. Cristol and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Garvey - Aye, Mr. Fisette - Aye, Ms. Cristol - Aye, Mr. Dorsey - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the C.M. **RECOMMENDATIONS** in the attached County Manager's reports dated September 16, 2016 "SUBJECT: Fiscal Year (FY) 2017 Northern Virginia Transportation Authority (NVTa) Standard Project Agreements for Funding and Administration and appropriation of grant funds."

Given under my hand this 28th day of September 2016.



Hope L. Halleck, Clerk
Arlington County Board

[SEAL]

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

SUBJECT: Regional Funding Project 153-80781 (Route 1 Widening: Featherstone Road to Marys Way)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 153-80781.
2. **Suggested motion.** *I move approval of the proposed Standard Project 153-80781 (Route 1 Widening: Featherstone Road to Marys Way), 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 FY2017 70% regional revenues on July 14, 2016.
 - b. The attached SPA presented by the Prince William 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 153-80781

Coordination: Council of Counsels

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

**Prince William County SPA# 153-80781 (Route 1 Widening: Featherstone Road
to Marys Way)**

SPA Documents are available upon request and at the NVTa website:

<http://www.thenovaauthority.org/meetings/authority-meetings>.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

SUBJECT: Regional Funding Project 153-80781 (Route 1 Widening: Featherstone Road to Marys Way)

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 - 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 153-80781

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Prince William County
(Recipient Entity)

Project Name: Route 1 Widening: Featherstone Road to Marys Way

NVTA Project Number: 153 - 80781

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 Prince William County ("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 25 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, Prince William 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 Prince William County's application for funding and has approved Prince William County's administration and performance of the Project's described scope of work;

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

WHEREAS, NVTA agrees that Prince William County will design and/or construct the Project or perform such other specific work for the Project and Prince William 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 Prince William 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 Prince William 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

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

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

B. NVTA's Obligations

NVTA shall:

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

4. Route all Prince William 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 Prince William 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 Prince William 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 Prince William County's designated representative in writing. Prince William County will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Prince William 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 Prince William 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 Prince William County of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Prince William 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 Prince William 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. Prince William 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 Prince William 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, Prince William 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 Prince William County's material breach of this Agreement. If so terminated, Prince William County shall refund to NVTAs all funds NVTAs provided to Prince William County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Prince William 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, Prince William County may

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

Prince William 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 Prince William 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, Prince William 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 Prince William County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Prince William 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 Prince William 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 Prince William County, to the attention of Ricardo Canizales
5 County Complex Court
Woodbridge, VA 22192 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

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

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

Northern Virginia Transportation Authority

By: _____

Date: _____

Prince William County (Name of Recipient Entity)

By:  _____

Date: 10/25/16

Appendix A –Narrative Description of Project (Attach Project Description Form)

NVTA Project Title: Route 1 Widening: Featherstone to Marys Way – 8BB (include alpha-numeric project id)

Recipient Entity: Prince William County

Project Manager Contact Information: Rick Canizales – 703-792-6825

Table A-1 Project Changes

Only Complete if Different from the Approved NVTA Project Description Form Attached

Table A-2 Project Milestone Changes

Only Complete if Different from the Approved NVTA Project Description Form Attached

Signature: _____

Director of Transportation

Date: _____

Revised: 4/14/2016



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

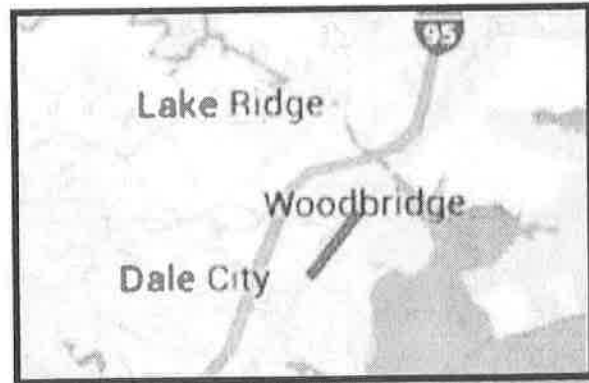
Project Description Form – 8BB

Basic Project Information

Submitting Jurisdiction/Agency: Prince William County

Project Title: Route 1 Widening: Featherstone Road to Marys Way

Project Location: Featherstone Road to Marys Way



Project Description: This project will widen Route 1/Jefferson Davis Highway from four to six lanes between Marys Way and Featherstone Road in Prince William County. The project includes 1.31 miles of Route 1 widening from four to six lanes and will include the addition of a five foot wide sidewalk on the east side of the highway and a ten foot wide multi-use trail on the west side. The project is a component of a larger effort to widen and improve travel conditions along the entire Route 1/Jefferson Davis Highway corridor in Prince William County and Northern Virginia, and a key component of the Washington to NC Corridor. Congestion is significant on both U.S. 1 and I-95.

This project will improve travel reliability along Route 1 and reduce significant hours of delay between Woodbridge and Dumfries. The project will also address the flow of truck freight through the segment as well. The project is being designed following the recommendations in the Route Location Study, Report A, approved by the CTB on July 15, 2004 (attached). FHWA has concurred that a re-evaluation of the Environmental Assessment completed for the corridor is the agreed upon approach. The PE Phase is fully funded at \$4,000,000 with a target completion date of February 2018. Cost estimate for ROW/Utilities and Construction Phases is around \$81,725,114 of which approximately 85% is already funded. Current total funding/allocation is \$74,725,000 so the additional funding needed for the project is \$11,000,000 for a total project cost of \$85,725,114.

Project Analysis Summary*

NVTA Quantitative Score	58.36	Rank	6
Congestion Reduction Relative to Cost Ratio (NVTA Share)	1.88	hours saved/\$	Rank 1
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.26	hours saved/\$	Rank 9

*Detailed scoring information can be found at: <http://www.thenovaauthority.org/planning-programming/fy2017-program/>

FY2017 Program

Route 1 Widening: Featherstone Road to Marys Way 8BB

5.11.16

Project Milestones

Project Milestones by Project Phase:

- Engineering:
- Environmental Work:
- Design: 3/10/2015 - 07/25/2018
- Right of Way Acquisition: 09/21/2016 - 05/01/2019
- Construction: 05/01/2019 - 04/28/2021
- Capital Asset Acquisitions:
- Other:

Project Cost

Requested NVTA FY2017 Funds: \$11,000,000

Total Cost to Complete Project: \$85,725,114

Project Phases	Requested NVTA FY2017 Funds	Other Sources of Funding	Total Cost by Phase
Engineering			
Environmental Work			
Design		\$4,000,000 (NVTA 2014; State Revenue Share/HB2; RSTP)	\$4,000,000
Right of Way Acquisition		\$55,750,000 (NVTA 2015-16; State Revenue Share/HB2; RSTP)	\$55,750,000
Construction	\$11,000,000 (FY2019)	\$14,975,114 (NVTA 2015-16; State Revenue Share/HB2; RSTP)	\$25,975,114
Capital Asset Acquisitions			
Other			
TOTAL	\$11,000,000	\$74,725,114	\$85,725,114

Project Impacts

What regional benefit(s) does this project offer? For the VTrans Long-range plan, the Commonwealth of Virginia identified the northern most segment of the I95 corridor which runs from North Carolina to Washington DC as the Segment K3. K3, which includes Route 1, begins in Spotsylvania County and runs through Stafford, Prince William, Fairfax, and Arlington Counties, as well as the Cities of Fredericksburg and Alexandria. The Commonwealth estimates that one quarter of the Commonwealth's intercity passenger travels on this segment which, again, includes Route 1 and more specifically, the segment of Route 1 between Marys Way and Featherstone. The corridor is one of the dozen corridors of statewide significance and is a vital part of the regional network for Northern Virginia. Additionally, this project meets the Northern Virginia's Regional Network Needs and would make roadway safety and operational improvements to alleviate bottlenecks and reduce acute congestion, improve bicycle and pedestrian facilities and networks.

Route 1 services high-volume traffic between Prince William County, Fairfax County, and the City of Alexandria. This project will complete another segment of the Route 1 Corridor identified in VDOT's Route 1 Location Study. This segment lies between two other funded segments (VDOT's Route 1/123 Phase 1 and the County's D/B Route 1 North projects) and will allow for both local traffic to travel to and from Fairfax County and the City of Alexandria and allow for the proper movement of intrastate travel on Route 1, which serves as a major artery for the Eastern part of the Commonwealth. This is also a major multi-modal route, currently being studied by DRPT. The project increases connectivity and improves accessibility between jurisdictions and improves the current level of service on Route 1. The proposed project plays a big step in providing the necessary infrastructure to satisfy the estimated future traffic demands on Route 1 benefiting the Region as these demands are being met.

Additionally, the project would reduce significant person-hours of delay on Route 1 between Dumfries and Woodbridge. The project would make intersection improvements to five intersections along the project which may include the intersections at Marys Way, Prince William Parkway and Featherstone Road which currently ranks as one of the Northern Virginia Top PSI intersections. The project will also address the relatively high number of crashes and improve overall safety in that section of the corridor.

How will the project reduce congestion? Route 1 currently functions as a multi-modal principal arterial carrying both intra and inter-county traffic. As I-95 gets more congested, traffic volumes will continue to increase on Route 1 and there will be increased demand for capacity. This project will reduce congestion by widening an already congested (currently carrying over 54,000 vehicles per day) part of Route 1 from four to six lanes. It will also improve intersections for better flow and additional capacity. With the completion of the two sections of Route 1 to the north and south of this project, Route 1 will be a six lane facility from approximately the Fairfax County Line to Cardinal Drive/Neabsco Road, where it is expected to carry over 80,000 vehicles per day in the future. Reducing congestion on Route 1 plays a pivotal role in regional connectivity as it improves the flow of traffic running between Prince William County and Fairfax County and the City of Alexandria. Additionally, the project will include six new turn lanes in total along the entire project length.

How will the project increase capacity? N/A

How will the project improve auto and pedestrian safety? This project addresses improved auto safety by widening a high speed road and allowing for a median to be constructed, where one does not exist today. The project also includes intersection improvements at all the intersections within the project limits including additional signal and pedestrian improvements at signalized intersections. This project improves pedestrian safety by constructing trails and sidewalks where they do not exist today. Pedestrian facilities will be provided throughout the entire project (including the other projects north and south).

The project will make intersection improvements to five intersections along the 1.3 mile route. Signal improvements and optimization will be made to intersections along the project's length. As mentioned above, pedestrian improvements will also be made at all of these signalized intersections.

How will the project improve regional connectivity? The project will improve connectivity between the two activity centers, Potomac Shores just south of Dumfries Road and Woodbridge just south of the Fairfax County line. These two activity centers have been identified as potential Urban Development Areas. Additionally, new bus stops and shelters will be constructed and the Potomac Rappahannock Transit Commission is looking to add approximately eight new shelters along with the improvements to the Route 1 corridor. The project will also improve access to existing VRE stations at Rippon and Woodbridge and a planned station at Potomac Shores which would serve the residents of the Potomac Shores Community.

How will the project improve bicycle and pedestrian travel options? The project will include the construction of a 10 foot wide paved multi-use trail along one side of the roadway for a distance of 6,907 feet. Pedestrian and bike crossing improvements would be made at each of the five intersections along the project's length. Pedestrian signals will be installed at part of the project.

How will the project improve the management and operation of existing facilities through technology applications? CCTV camera(s) at one or more location will be proposed in the project area.

Additional Information in Support of This Project





**APPENDIX B-PROJECT BUDGET & CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Route 1 Widening: Featherstone to Mary's Way
Recipient Entity: Prince William County
Project Contact Information: Ricardo Canizales

NVTA Use:	
Date Received:	
Funding Program:	
Project #:	
Ledger Account #:	
Revision Date:	
Rec'd Certificate of Ins:	

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	
Preliminary Engineering	\$ 4,400,000	\$ 105,726	\$ 3,000,000	NVTA 70% FY 2014
Right-of-Way Acquisition	\$ 64,350,000		\$ 5,350,000	RSTP/Smart Scale
Construction	\$ 27,640,840	\$ 10,894,274	\$ 27,640,840	RSTP/Smart Scale
Capital Asset Acquisitions			\$ 49,400,000	NVTA 70% FY 2015/2016
Other				
Total Estimated Cost	\$ 96,390,840	\$ 11,000,000	\$ 85,390,840	

TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering						
Right-of-Way Acquisition						
Construction					\$ 11,000,000	
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000	\$ -

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

TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY

Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July					\$ 1,100,000	
August					\$ 1,100,000	
September					\$ 1,100,000	
October					\$ 1,100,000	
November					\$ 1,100,000	
December					\$ 1,100,000	
January					\$ 1,100,000	
February					\$ 1,100,000	
March					\$ 1,100,000	
April					\$ 1,100,000	
May						
June						
Total per Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000	\$ -

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

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

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

Prince William County

Northern Virginia Transportation Authority

Northern Virginia Transportation Authority

Signature

Signature

Signature

Transportation Director

NVTA Executive Director

NVTA Chief Financial Officer

Title

Title

Title

Date

Date

Date

Ricardo Canizales

Print name of person signing

Revised: 4/13/2016

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

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

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

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

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

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

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

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

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

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

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

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

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

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

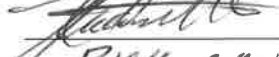
"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds.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

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

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

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

RECIPIENT ENTITY

By: 
Name: RICK CANIZALES
Title: DIRECTOR
Date: 10/24/16

Appendix E -Authorization of designee(s)

Attach this page to the recipient governing body's authorization for their respective designee(s) to execute the Standard Project Agreement and Tax Covenant (if applicable) on their behalf(s) as evinced by entity's clerk's minutes.

Submission of the original signed or certified copy of the governing body's authorization is required

MOTION: JENKINS

**September 6, 2016
Regular Meeting
Res. No. 16-689**

SECOND: CADDIGAN

RE: AUTHORIZE EXECUTION OF STANDARD PROJECT AGREEMENTS BETWEEN PRINCE WILLIAM COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR THE ROUTE 1 (FEATHERSTONE ROAD TO MARYS WAY) PROJECT AND THE ROUTE 28 (ROUTE 234 BYPASS TO LINTON HALL ROAD) PROJECT; AND BUDGET AND APPROPRIATE \$11,000,000 FOR THE ROUTE 1 (FEATHERSTONE ROAD TO MARYS WAY) PROJECT AND \$10,000,000 FOR THE ROUTE 28 (ROUTE 234 BYPASS TO LINTON HALL ROAD) PROJECT TO BE REIMBURSED WITH FISCAL YEAR 2017 HB2313 70% REVENUES – WOODBRIDGE AND BRENTSVILLE MAGISTERIAL DISTRICTS

ACTION: APPROVED

WHEREAS, in April 2013, the General Assembly and Governor approved a new transportation funding bill (HB2313) with all taxes and fees imposed by the General Assembly; and

WHEREAS, 70% of HB2313 revenues will be provided to the Northern Virginia Transportation Authority (NVTa) for regional projects included in TransAction 2040 or future updates that have also been evaluated by the Virginia Department of Transportation for reducing congestion, or mass transit capital projects that increase capacity; and

WHEREAS, the NVTa adopted a list of 12 projects to be funded with FY2017 HB2313 funds; and

WHEREAS, the NVTa's Standard Project Agreement (SPA) allows for jurisdictions and agencies to enter into a formal agreement with the NVTa to receive the HB2313 70% funds on a reimbursement basis; and

WHEREAS, the Route 1 (Featherstone Road to Marys Way) Project was approved by the NVTa for \$11,000,000 for construction work as part of the FY2017 adopted project list and the County will need to budget and appropriate the funding to the project; and

WHEREAS, the Route 28 (Route 234 Bypass to Linton Hall Road) Project was approved by the NVTa for \$10,000,000 for construction work as part of the FY2017 adopted project list and the County will need to budget and appropriate the funding to the project; and

WHEREAS, the County will be reimbursed for these costs through the provisions outlined in the NVTa SPA;

September 6, 2016
Regular Meeting
Res. No. 16-689
Page Two

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby authorize execution of the Standard Project Agreements and associated documents between Prince William County and the Northern Virginia Transportation Authority for the Route 1 (Featherstone Road to Marys Way) and the Route 28 (Route 234 Bypass to Linton Hall Road) Projects;

BE IT FURTHER RESOLVED that the \$11,000,000 in funds for the Route 1 (Featherstone Road to Marys Way) Project designated for reimbursement using Fiscal Year 2017 70% HB2313 revenues be budgeted and appropriated as follows:

Budget and Appropriate:

Increase Revenues:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Description</u>	<u>Amount</u>
4105	17	14C17001	CN716001	Rt. 1: Featherstone-Marys	\$11,000,000

Increase Expenditures:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
4105	17	14C17001	CN716001	53201	30.01	Rt. 1: Featherstone-Marys	\$11,000,000

BE IT FURTHER RESOLVED that the \$10,000,000 in funds for the Route 28 (Route 234 Bypass to Linton Hall Road) Project designated for reimbursement using Fiscal Year 2017 70% HB2313 revenues be budgeted and appropriated as follows:

Budget and Appropriate:

Increase Revenues:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17009	CN716001	Route 28: Phase 2	\$10,000,000

Increases Expenditures:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17009	CN716001	53201	30.01	Route 28: Phase 2	\$10,000,000

September 6, 2016
Regular Meeting
Res. No. 16-689
Page Three

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors does hereby authorize the Transportation Director to execute such documents necessary to affect the intent to this resolution.

ATTACHMENTS: Route 1 (Featherstone to Marys Way) Standard Project Agreement for Funding and Administration – FY2017

Route 28 (Route 234 Bypass to Linton Hall Road) Standard Project Agreement for Funding and Administration – FY2017

Votes:

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

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Transportation Director

Finance Director

ATTEST:


Clerk to the Board

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

SUBJECT: Regional Funding Project 153-30791 (Route28 Widening: Route 234 Bypass to Linton Hall Road)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 153-30791.
2. **Suggested motion.** *I move approval of the proposed Standard Project 153-30791 (Route28 Widening: Route 234 Bypass to Linton Hall Road), 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 FY2017 70% regional revenues on July 14, 2016.
 - b. The attached SPA presented by the Prince William 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 153-30791

Coordination: Council of Counsels

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

**Prince William County SPA# 153-30791 (Route 28 Widening: Route 234 Bypass
to Linton Hall Road)**

SPA Documents are available upon request and at the NVTa website:

<http://www.thenovaauthority.org/meetings/authority-meetings>.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

SUBJECT: Regional Funding Project 153-30791 (Route28 Widening: Route 234 Bypass to Linton Hall Road)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 153-30791.
2. **Suggested motion.** *I move approval of the proposed Standard Project 153-30791 (Route28 Widening: Route 234 Bypass to Linton Hall Road), 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 FY2017 70% regional revenues on July 14, 2016.
 - b. The attached SPA presented by the Prince William 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 153-30791

Coordination: Council of Counsels

VII. ATTACHMENT

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Prince William County

(Recipient Entity)**

Project Name: Route 28 Widening; Route 234 Bypass to Linton Hall Road

NVTA Project Number: 153-30791

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 _____ Prince William County ("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 25 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, Prince William 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 Prince William County's application for funding and has approved Prince William County's administration and performance of the Project's described scope of work;

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

WHEREAS, NVTA agrees that Prince William County will design and/or construct the Project or perform such other specific work for the Project and Prince William 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 Prince William 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 Prince William 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

Prince William 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 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 Prince William County to advance the Project to the next phase until the current phase is completed. In any circumstance where Prince William County seeks to advance a Project to the next phase using NVT A funds, Prince William County 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 Prince William 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, Prince William County further recognizes that NVTa's reimbursement to

Prince William 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. Prince William 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, Prince William 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 Prince William 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. Prince William 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. Prince William 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 Prince William 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 Prince William County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Prince William County shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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, Prince William 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 Prince William 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 Prince William County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Prince William County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Prince William 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 Prince William 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 Prince William 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 Prince William County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

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

4. Route all Prince William 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 Prince William 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 Prince William 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 Prince William County's designated representative in writing. Prince William County will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Prince William 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 Prince William 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 Prince William County of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Prince William 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 Prince William 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. Prince William 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 Prince William 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, Prince William 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 Prince William County's material breach of this Agreement. If so terminated, Prince William County shall refund to NVTAs all funds NVTAs provided to Prince William County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Prince William 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, Prince William County may

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

Prince William 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 Prince William 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, Prince William 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 Prince William County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Prince William 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 Prince William 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 Prince William County, to the attention of Ricardo Canizales
5 County Complex Court, 290
Prince William, VA 22192 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

Prince William 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: _____

Prince William County (Name of Recipient Entity)

By:  _____

Date: 10/24/16

Appendix A –Narrative Description of Project (Attach Project Description Form)

NVTA Project Title: Route 28 Widening: Route 234 Bypass to Linton Hall Road – 3N (include alpha-numeric project id)

Recipient Entity: Prince William County

Project Manager Contact Information: Rick Canizales – 703-792-6825

Table A-1 Project Changes

Only Complete if Different from the Approved NVTA Project Description Form Attached

Table A-2 Project Milestone Changes

Only Complete if Different from the Approved NVTA Project Description Form Attached

Signature: _____

Director of Transportation

Date: _____

10/24/16

Revised: 4/14/2016



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

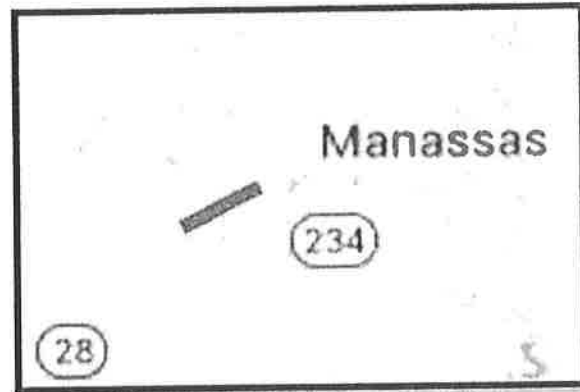
Project Description Form – 3N

Basic Project Information

Submitting Jurisdiction/Agency: Prince William County

Project Title: Route 28 Widening: Route 234 Bypass to Linton Hall Road

Project Location: Linton Hall Road to Pennsylvania Avenue



Project Description: The proposed project involves the widening of Route 28 from Pennsylvania Avenue to Linton Hall Road. The proposed widening project spans approximately 1.5 Miles which will widen this section of Route 28 from a 4 lane undivided highway to a 6 lane divided highway, which will include a shared use trail and sidewalk. The funding requested in this application will cover construction. It's important to note that modifications to the cost of construction may need to be made to include a potentially needed interchange in order to allow access to commercial activity along Route 28.

Project Milestones

Project Milestones by Project Phase:

- **Engineering:**
- **Environmental Work:**
- **Design:**
- **Right of Way Acquisition:**
- **Construction:** 11/01/2017 - 06/30/2020
- **Capital Asset Acquisitions:**
- **Other:**

Project Analysis Summary*

NVTA Quantitative Score	47.20	Rank	15
Congestion Reduction Relative to Cost Ratio (NVTA Share)	0.75	hours saved/\$	Rank 4
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.32	hours saved/\$	Rank 7

*Detailed scoring information can be found at: <http://www.thenovaauthority.org/planning-programming/fy2017-program/>

FY2017 Program

Route 28 Widening: Route 234 Bypass to Linton Hall Road 3N

5.11.16

Project Cost

Requested NVTA FY2017 Funds: \$10,000,000

Total Cost to Complete Project: \$28,774,000

Project Phases	Requested NVTA FY2017 Funds	Other Sources of Funding	Total Cost by Phase
Engineering		\$2,374,000 (NVTA FY2015-16/ RSTP)	\$2,374,000
Environmental Work			
Design			
Right of Way Acquisition		\$4,000,000 (NVTA FY2015-16)	\$4,000,000
Construction	\$10,000,000 (FY2018)	\$12,400,000 (NVTA FY2015-16/ RSTP)	\$22,400,000
Capital Asset Acquisitions			
Other			
TOTAL	\$10,000,000	\$18,774,000	\$28,774,000

Project Impacts

What regional benefit(s) does this project offer? This project completes an additional future segment of Route 28 (Route 28 from Linton Hall Road to Fitzwater Drive). Route 28 currently services high-volume traffic between several jurisdictions in Northern Virginia. The project will alleviate traffic on a regionally congested corridor and allows for better connectivity from the Bristow/Nokesville Area in Prince William County to the City of Manassas, the City of Manassas Park and ultimately into Fairfax and Loudoun Counties through the Route 28 corridor. Widening this section of Route 28 provides several regional benefits by facilitating regional connectivity as it improves the flow of traffic that travels between several jurisdictions in the region.

How will the project reduce congestion? This project reduces congestion by adding additional capacity to a Virginia Department of Transportation (VDOT) primary arterial road that is currently a four lane undivided road and improving it to a six-lane divided roadway. This project will connect to a future project that involves the relocation of Route 215 (Vint Hill Road) and widening of Route 28 from Linton Hall Road to Fitzwater Drive. Additionally, this project will complement future widening projects on Route 28 and will play a critical role in reducing congestion as capacity is increased, meeting the needs of the growing population in Prince William County along the Route 28 corridor.

How will the project increase capacity? This project will improve access to the Virginia Railroad Express (VRE) commuter rail service. The improvements to Route 28 will provide additional capacity as well as improved road access for commuters and buses attempting to get to Piper Lane which provides direct access to the Broad Run VRE Station. This station serves as the end-of-line station for VRE on the Manassas Line.

How will the project improve auto and pedestrian safety? This project addresses improved auto safety by widening a high speed road and allowing for a median to be constructed. The project also includes intersection improvements at all the intersections within the project limits including additional signals and pedestrian improvements at signalized intersections.

This project further improves pedestrian safety by constructing a 10' shared use trail on the sound side of Route 28 and a 5' sidewalk on the other side, where this infrastructure does not exist today. As mentioned above, pedestrian improvements will also be made at all signalized intersections. As a result, conditions for both drivers and pedestrians will improve as a result of the project.

How will the project improve regional connectivity? The project will improve connectivity between two emerging activity centers, Prince William County Innovation Technology Park and the City of Manassas along with improved access to the Manassas Regional Airport and end-of-the line VRE station at Broad Run.

Innovation has been identified as a potential Urban Development Area (UDA). Innovation is a 1600 acre public-private cooperative venture, which provides excellent opportunities for collaborative research, data centers, bio-manufacturing, and corporate and governmental campus locations all within the setting of a world-class technology research park. Innovation Park is anchored by George Mason University's Prince William Campus, home to many programs including life sciences and applied information technology.

The City of Manassas has also been identified as a potential UDA. The City of Manassas is 10 square miles of homes, the arts, entertainment and community events. With more than 38,000 residents, the City serves as a transportation and business hub with an estimated 80 start-ups and a total number of 1,441 business establishments in 2014. Manassas had a civilian workforce of 22,330 in 2014. Incorporated in 1975, the City of Manassas is thirty miles southwest of the Nation's Capital and surrounded by Prince William County and is home to fortune 500 companies and Manassas Regional Airport.

Additionally, the project improves connectivity to Piper Lane off Route 28 which provides direct access to Manassas Regional Airport, the largest executive regional airport in Virginia, and all businesses directly connected to the airport (please see link below). Improved connectivity to Piper Lane also improves access to VRE's Broad Run Station which serves as the end-of-line station on the Manassas Line.

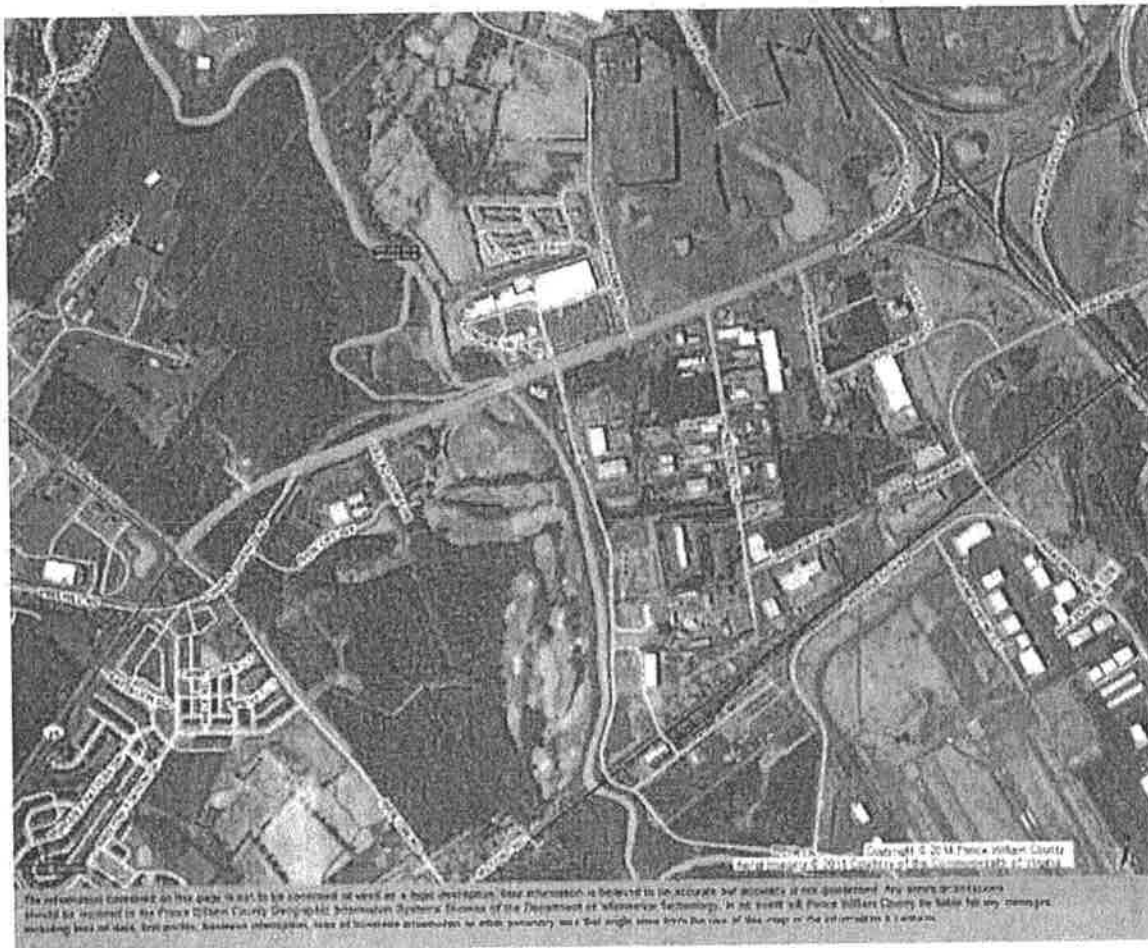
<http://www.manassascity.org/BusinessDirectoryii.aspx>

How will the project improve bicycle and pedestrian travel options? This project will construct a 10' shared use trail on the sound side of Route 28 and a 5' sidewalk on the other side, where this infrastructure does not exist today. As a result, conditions for both drivers and pedestrians will improve as a result of the project. The project will also connect to the network of pedestrian trails that run on the east side of Route 234.

How will the project improve the management and operation of existing facilities through technology applications? N/A

Additional Information in Support of This Project





**APPENDIX B-PROJECT BUDGET & CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Route 28 Widening: Route 234 Bypass to Linton Hall Road - 3N
 Recipient Entity: Prince William County
 Project Contact Information: Ricardo Canizales - (703) 792-6825

NVTA Use:	
Date Received:	_____
Funding Program:	_____
Project #:	_____
Ledger Account #:	_____
Revision Date:	_____
Rec'd Certificate of Ins:	_____

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	
Preliminary Engineering				
Right-of-Way Acquisition				
Construction	\$ 28,774,000	\$ 10,000,000	\$ 18,975,000	NVTA 70% - FY2015-16 Program - \$16,700,000
Capital Asset Acquisitions				
Other				City of Manassas Betterments - \$2,275,000 - Construction
Total Estimated Cost	\$ 28,774,000	\$ 10,000,000	\$ 18,975,000	

TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering						
Right-of-Way Acquisition						
Construction			\$ 5,000,000	\$ 5,000,000		
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -

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

TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY

Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July				\$ 833,333		
August				\$ 833,333		
September				\$ 833,333		
October				\$ 833,333		
November				\$ 833,333		
December				\$ 833,335		
January			\$ 833,333			
February			\$ 833,333			
March			\$ 833,333			
April			\$ 833,333			
May			\$ 833,333			
June			\$ 833,335			
Total per Fiscal Year	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -

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

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

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

Prince William County

Northern Virginia Transportation Authority

Northern Virginia Transportation Authority

Signature

Signature

Signature

Transportation Director

NVTA Executive Director

NVTA Chief Financial Officer

Title

Title

Title

Date

Date

Date

Ricardo Canizales

Print name of person signing

Revised: 4/13/2016

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

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

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

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

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

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

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

"Financed Property" means the property financed by the NVT A Bond Proceeds.

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

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

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

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

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

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

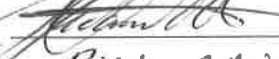
"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds.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

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

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

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

RECIPIENT ENTITY

By: 
Name: RICK CANIZALES
Title: DIRECTOR
Date: 10/24/16

Appendix E -Authorization of designee(s)

Attach this page to the recipient governing body's authorization for their respective designee(s) to execute the Standard Project Agreement and Tax Covenant (if applicable) on their behalf(s) as evinced by entity's clerk's minutes.

Submission of the original signed or certified copy of the governing body's authorization is required

MOTION: JENKINS

September 6, 2016

SECOND: CADDIGAN

Regular Meeting

Res. No. 16-689

RE: AUTHORIZE EXECUTION OF STANDARD PROJECT AGREEMENTS BETWEEN PRINCE WILLIAM COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR THE ROUTE 1 (FEATHERSTONE ROAD TO MARYS WAY) PROJECT AND THE ROUTE 28 (ROUTE 234 BYPASS TO LINTON HALL ROAD) PROJECT; AND BUDGET AND APPROPRIATE \$11,000,000 FOR THE ROUTE 1 (FEATHERSTONE ROAD TO MARYS WAY) PROJECT AND \$10,000,000 FOR THE ROUTE 28 (ROUTE 234 BYPASS TO LINTON HALL ROAD) PROJECT TO BE REIMBURSED WITH FISCAL YEAR 2017 HB2313 70% REVENUES – WOODBRIDGE AND BRENTSVILLE MAGISTERIAL DISTRICTS

ACTION: APPROVED

WHEREAS, in April 2013, the General Assembly and Governor approved a new transportation funding bill (HB2313) with all taxes and fees imposed by the General Assembly; and

WHEREAS, 70% of HB2313 revenues will be provided to the Northern Virginia Transportation Authority (NVTa) for regional projects included in TransAction 2040 or future updates that have also been evaluated by the Virginia Department of Transportation for reducing congestion, or mass transit capital projects that increase capacity; and

WHEREAS, the NVTa adopted a list of 12 projects to be funded with FY2017 HB2313 funds; and

WHEREAS, the NVTa's Standard Project Agreement (SPA) allows for jurisdictions and agencies to enter into a formal agreement with the NVTa to receive the HB2313 70% funds on a reimbursement basis; and

WHEREAS, the Route 1 (Featherstone Road to Marys Way) Project was approved by the NVTa for \$11,000,000 for construction work as part of the FY2017 adopted project list and the County will need to budget and appropriate the funding to the project; and

WHEREAS, the Route 28 (Route 234 Bypass to Linton Hall Road) Project was approved by the NVTa for \$10,000,000 for construction work as part of the FY2017 adopted project list and the County will need to budget and appropriate the funding to the project; and

WHEREAS, the County will be reimbursed for these costs through the provisions outlined in the NVTa SPA;

September 6, 2016
Regular Meeting
Res. No. 16-689
Page Two

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby authorize execution of the Standard Project Agreements and associated documents between Prince William County and the Northern Virginia Transportation Authority for the Route 1 (Featherstone Road to Marys Way) and the Route 28 (Route 234 Bypass to Linton Hall Road) Projects;

BE IT FURTHER RESOLVED that the \$11,000,000 in funds for the Route 1 (Featherstone Road to Marys Way) Project designated for reimbursement using Fiscal Year 2017 70% HB2313 revenues be budgeted and appropriated as follows:

Budget and Appropriate:

Increase Revenues:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Description</u>	<u>Amount</u>
4105	17	14C17001	CN716001	Rt. 1: Featherstone-Marys	\$11,000,000

Increase Expenditures:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
4105	17	14C17001	CN716001	53201	30.01	Rt. 1: Featherstone-Marys	\$11,000,000

BE IT FURTHER RESOLVED that the \$10,000,000 in funds for the Route 28 (Route 234 Bypass to Linton Hall Road) Project designated for reimbursement using Fiscal Year 2017 70% HB2313 revenues be budgeted and appropriated as follows:

Budget and Appropriate:

Increase Revenues:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17009	CN716001	Route 28: Phase 2	\$10,000,000

Increases Expenditures:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17009	CN716001	53201	30.01	Route 28: Phase 2	\$10,000,000

September 6, 2016
Regular Meeting
Res. No. 16-689
Page Three

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors does hereby authorize the Transportation Director to execute such documents necessary to affect the intent to this resolution.

ATTACHMENTS: Route 1 (Featherstone to Marys Way) Standard Project Agreement for Funding and Administration – FY2017

Route 28 (Route 234 Bypass to Linton Hall Road) Standard Project Agreement for Funding and Administration – FY2017

Votes:

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

Nays: None

Absent from Vote: None

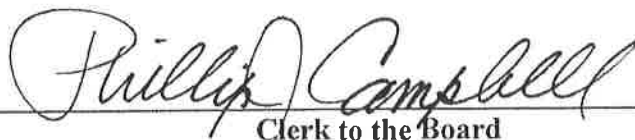
Absent from Meeting: None

For Information:

Transportation Director

Finance Director

ATTEST: _____


Clerk to the Board

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 4, 2016

SUBJECT: Approval of Reallocation of Congestion Mitigation and Air Quality (CMAQ) funds
for the City of Alexandria

- 1. Purpose.** To seek Northern Virginia Transportation Authority (NVTA) approval for Congestion Mitigation and Air Quality (CMAQ) funds Reallocation Request for the City of Alexandria.
- 2. Suggested Motion:** *I move approval of the reallocation of Congestion Mitigation and Air Quality (CMAQ) funds 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 Regional Jurisdiction and Agency Coordinating Committee (RJACC). However, the Authority will need to approve the transfer requests for new projects before any funds can be reallocated.

On October 21, 2016, the City of Alexandria requested the following reallocations:

- \$300,000 of previously allocated CMAQ funds from Landmark Transit (UPC 50431) to Van Dorn Metrorail Station Area Improvements (New Project).
- \$951,000 of previously allocated FY 2018 CMAQ funds from Purchase DASH Buses; (UPC 103935) to Van Dorn Metrorail Station Area Improvements (New Project).

The reallocation of these funds, in addition to local funds allocated by the City of Alexandria, will provide the funds needed to build the improvements at the Van Dorn Metrorail Kiss-and-ride and bus loading areas to enhance access to the station for all modes of transit.

At its meeting on October 27, 2016, the RJACC recommended approval of the reallocation request for the City of Alexandria.

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

Coordination: Regional Jurisdiction and Agency Coordinating Committee



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

November 10, 2016

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

Reference: Request to Reallocate Congestion Mitigation and Air Quality (CMAQ) funds 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 Regional Jurisdiction and Agency Coordinating Committee (RJACC). However, since the receiving projects are new, the Authority needs to approve the transfer requests before any funds can be reallocated.

On October 21, 2016, the City of Alexandria requested the following reallocations:

- \$300,000 of previously allocated CMAQ funds from Landmark Transit (UPC 50431) to Van Dorn Metrorail Station Area Improvements (New Project).
- \$951,000 of previously allocated FY 2018 CMAQ funds from Purchase DASH Buses; (UPC 103935) to Van Dorn Metrorail Station Area Improvements (New Project).

The reallocation of these funds, in addition to local funds allocated by the City of Alexandria, will provide the funds needed to build the improvements at the Van Dorn Metrorail Kiss-and-ride and bus loading areas to enhance access to the station for all modes of transit.

On November 10, 2016, the Authority approved the request noted above. Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Martin E. Nohe
 Chairman

cc: Monica Backmon, Executive Director, NVTA
 Yon Lambert, Director, City of Alexandria Department of Transportation and Environmental Services



**DEPARTMENT OF TRANSPORTATION
AND ENVIRONMENTAL SERVICES**

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

alexandriava.gov

Date: October 21, 2016

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

Reference: Request to Reallocate Congestion Mitigation and Air Quality (CMAQ) Funds for the City of Alexandria

Dear Ms. Dominguez,

The City of Alexandria requests the NVTa RJACC's recommendation and Authority's concurrence to reallocate:

- \$300,000 of previously allocated CMAQ funds from UPC # 50431 (Landmark Transit; Attachment 1) to Van Dorn Metrorail Station Area Improvements (New Project); and
- \$951,000 of previously allocated FY2018 CMAQ funds from UPC # 103935 (Purchase DASH Buses; Attachment 2) to Van Dorn Metrorail Station Area Improvements (New Project).

This reallocation, in addition to local funds allocated by the City of Alexandria, will provide the funds needed to build the improvements at the Van Dorn Metrorail Kiss-and ride and bus loading areas to enhance access to the station for all modes of transit. This funding will be from CMAQ funds allocated to previously allocated projects. These funds require that the project be identified and approved as a new project, and that the attached TEEM air quality analysis be performed. (Attachment 3)

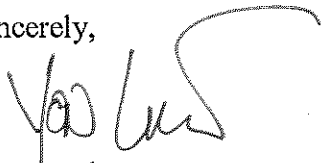
Noelle Dominguez, Chairperson

October 21, 2016

Page 2

Thank you for your assistance in this matter. Please feel free to contact Carrie Sanders, Deputy Director of Transportation & Environmental Services, at 703.746.4088 should you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yon Lambert', with a large, sweeping flourish extending from the end of the signature.

Yon Lambert

Director

Transportation & Environmental Services

Attachment (1) – CMAQ/RSTP Transfer Request Form – Landmark Transit (UPC 50431)

Attachment (2) – CMAQ/RSTP Transfer Request Form – DASH buses (UPC 103935)

Attachment (3) – TEEM Air Quality Analysis

cc: Carrie Sanders, Deputy Director, Transportation/Transit, Transportation and
Environmental Services
Allan Fye, Acting Division Chief, Transit, Transportation and Environmental Services

Attach Signed Request of Transfer Letter

Attach Signed Request of Transfer Letter

Transportation Emissions Estimation Models (TEEM) © Report - Module 2, Daily Commuting

Sponsoring Jurisdiction or Agency: **City of Alexandria**

Project: **Van Dorn Metrorail Improvements**

Ver. 2016-04

Fiscal Year of CMAQ Funding: **2018**

Prepared by: **JEM**

I. Project Assumptions (Input):

a. Number of SOV Vehicles eliminated per day:	10	
b. Average no. of non-commute 1-way trips by above vehicles/day:	4	
c. Avg. 1-way commute Vehicle Miles Traveled (VMT) per SOV:	16	(One way mileage saved by eliminating the SOV trip)
d. Avg. 1-way non-commute Vehicle Miles Traveled per SOV:	4	Regional Average: 10 miles
e. Average travel speed of VT (in miles per hour):	35	
f. Number of days in a year vehicle trips reduced	255	(Typically 320 days)
g. Total capital cost (in current year \$):	\$2,135,000	
h. Life span of the project / program (in years):	25	
i. Average annual maintenance cost (in current year \$):	\$20,000	comment here...
j. Average annual revenue (in current year \$):	\$0	
k. Anticipated total resale/salvage value (current year \$):	\$0	
l. Anticipated project / program completion date (2017 - 2030):	2018	
m. Year in which VT / VMT reductions ends (2018 - 2040):	2041	
n. Facility Type:	Both	Default: 2041 (If project affects operations on Arterial and Freeways: e.g. Park-and-ride lot)

Emissions factors corresponding to weighted speeds will be used. The weighted speeds represents 40% freeways & 60% arterial mix.

II. Primary Calculations (Vehicle and Cost):

	2017	2020	2025	2030	2040
Emissions reductions in the year:	No	Yes	Yes	Yes	Yes
a. Total number of cold starts eliminated in a day	0	60	60	60	60
b. Total number of hot soaks eliminated in a day	0	60	60	60	60
c. Total miles of travel eliminated in a day	0	480	480	480	480
d. Annualized total cost (\$ / year)	\$0	\$105,400	\$105,400	\$105,400	\$105,400
e. Net daily project/program cost (\$/day)	\$0	\$413	\$413	\$413	\$413

III. Emissions Reductions Calculations:

YEAR 2017	VOC In Grams / Day			NOx In Grams / Day			PM2.5 In Grams / Day ~	
	Arterial	Freeway	Weighted	Arterial	Freeway	Weighted	Direct	NOx
Cold Start Emissions	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00
Hot Soak Emissions	0.00	0.00	0.00	^	^	^	^	^
Running Emissions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Trip Cycle	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
YEAR 2020	VOC In Grams / Day			NOx In Grams / Day			PM2.5 In Grams / Day ~	
	Arterial	Freeway	Weighted	Arterial	Freeway	Weighted	Direct	NOx
Cold Start Emissions	0.00	0.00	33.26	0.00	0.00	14.87	-	11.85
Hot Soak Emissions	0.00	0.00	20.82	^	^	^	^	^
Running Emissions	0.00	0.00	59.83	0.00	0.00	122.73	5.42	57.60
Total Trip Cycle	0.00	0.00	113.91	0.00	0.00	137.61	5.42	69.45
YEAR 2025	VOC In Grams / Day			NOx In Grams / Day			PM2.5 In Grams / Day ~	
	Arterial	Freeway	Weighted	Arterial	Freeway	Weighted	Direct	NOx
Cold Start Emissions	0.00	0.00	30.25	0.00	0.00	12.19	-	9.81
Hot Soak Emissions	0.00	0.00	15.05	^	^	^	^	^
Running Emissions	0.00	0.00	57.46	0.00	0.00	93.23	5.42	52.60
Total Trip Cycle	0.00	0.00	102.76	0.00	0.00	105.42	5.42	62.41
YEAR 2030	VOC In Grams / Day			NOx In Grams / Day ^			PM2.5 In Grams / Day ~	
	Arterial	Freeway	Weighted	Arterial	Freeway	Weighted	Direct	NOx
Cold Start Emissions	0.00	0.00	27.68	0.00	0.00	10.00	-	8.16
Hot Soak Emissions	0.00	0.00	14.81	^	^	^	^	^
Running Emissions	0.00	0.00	54.96	0.00	0.00	76.68	5.42	46.95
Total Trip Cycle	0.00	0.00	97.45	0.00	0.00	86.68	5.42	55.11

Transportation Emissions Estimation Models (TEEM) © Report - Module 2, Daily Commuting

Sponsoring Jurisdiction or Agency: **City of Alexandria**

Project: **Van Dorn Metrorail Improvements**

Ver. 2016-04

Fiscal Year of CMAQ Funding: **2018**

Prepared by: **JEM**

YEAR 2040	VOC In Grams / Day			NOx In Grams / Day ^			PM2.5 In Grams / Day ~	
	Arterial	Freeway	Weighted	Arterial	Freeway	Weighted	Direct	NOx
Cold Start Emissions	0.00	0.00	27.07	0.00	0.00	9.72	-	10.69
Hot Soak Emissions	0.00	0.00	14.80	^	^	^	^	^
Running Emissions	0.00	0.00	54.77	0.00	0.00	73.00	5.42	62.25
Total Trip Cycle	0.00	0.00	96.63	0.00	0.00	82.72	5.42	72.95

Note:
 ^ Hot soak phase has no NOx emissions ~ Average of the four seasons No PM2.5 Direct emissions in this Phase

IV. Estimated Cost Effectiveness

YEAR 2017	VOC		NOx		PM Direct		PM-NOx Precursor	
	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton
Arterial	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Highway	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Weighted	0.00E+00	N/A	0.00E+00	N/A	0.00E+00	N/A	0.00E+00	N/A
YEAR 2020	VOC		NOx		PM Direct		PM-NOx Precursor	
	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton
Arterial	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Highway	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Weighted	1.26E-04	\$12,910	1.52E-04	\$10,686	5.98E-06	\$271,107	7.66E-05	\$21,173
YEAR 2025	VOC		NOx		PM Direct		PM-NOx Precursor	
	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton
Arterial	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Highway	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Weighted	1.13E-04	\$14,310	1.16E-04	\$13,949	5.98E-06	\$271,107	6.88E-05	\$23,562
YEAR 2030	VOC		NOx		PM Direct		PM-NOx Precursor	
	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton
Arterial	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Highway	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Weighted	1.07E-04	\$15,090	9.55E-05	\$16,965	5.98E-06	\$271,107	6.07E-05	\$26,682
YEAR 2040	VOC		NOx		PM Direct		PM-NOx Precursor	
	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton	Tons/Day	\$ / Ton
Arterial	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Highway	0.00E+00	N/A	0.00E+00	N/A	N/A	N/A	N/A	N/A
Weighted	1.07E-04	\$15,218	9.12E-05	\$17,777	5.98E-06	\$271,107	8.04E-05	\$20,158

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Mayor Parrish, Chairman, Finance Committee

DATE: November 4, 2016

SUBJECT: Legislative Services Contract

1. **Purpose:** Present proposed Legislative Services Contract for Northern Virginia Transportation Authority (NVTa) approval.
2. **Suggested Motion:** *I move approval of the proposed Legislative Service Agreement with McGuireWoods Consulting LLC.*
3. **Background:**
 - a. As part of the FY2017 Operating Budget, the Authority appropriated \$60,000.00 to secure Legislative Services.
 - b. A Request for Proposals (RFP) was issued on August 2, 2016 with a proposal due date of August 23, 2016 at noon.
 - c. Notice of this open procurement was placed on the NVTa website and with the Commonwealth's eVA procurement notice system.
 - d. Thirteen firms expressed an interest in the procurement.
 - e. A non-mandatory pre-proposal conference was held on August 11, 2016.
 - f. Seven firms submitted proposals in response to the RFP.
 - g. Five firms were determined to have submitted responsive and responsible proposals eligible for consideration by the RFP evaluation team.
 - h. The RFP evaluation team consisted of:
 - i. NVTa's Executive Director
 - ii. Prince William County's Legislative and Intergovernmental Affairs Director
 - iii. City of Alexandria's Legislative and Intergovernmental Affairs Director
 - iv. Arlington County's Legislative and Intergovernmental Affairs Director
 - v. Fairfax County, Department of Transportation - Legislative Liaison
 - vi. NVTa's Chief Financial Officer
 - i. The evaluation team also assisted in the development of the Scope of Work and other portions of the RFP.
 - j. Based on an evaluation of the firm's technical proposals the evaluation team determined three firms should move into the oral presentation/best and final offer negotiation stage of the procurement process.

- k. A single firm (McGuireWoods Consulting LLC) was unanimously selected for award of the Legislative Services Contract by the RFP evaluation team.
- l. With the Finance Committee approval, subject to the satisfactory conclusion of contract terms, and review by the NVTa Council of Counsels, the contract with McGuireWoods Consulting LLC is submitted for Authority approval.
- m. Upon approval by the Authority, McGuireWoods Consulting LLC will support the 2017 Legislative Program.

Coordination:

Council of Counsels

Attachment:

Legislative Services Agreement



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

November 10, 2016

Ms. Tracy M. Baynard, Senior Vice President
 McGuireWoods Consulting LLC
 1750 Tysons Boulevard, 18th Floor
 Tysons VA 22102

Dear Ms. Baynard:

The Northern Virginia Transportation Authority (NVTA) has acted to authorize the award of a contract to McGuireWoods Consulting LLC (MWC) to perform the work requested in NVTA RFP No. 2017-01 and described in your Technical Proposal and separate Price Proposal dated August 23, 2016.

The following clarifications and modifications apply:

1. McGuireWoods Consulting LLC letter dated September 1, 2016 confirming:
 - a. The firm will perform the scope of work identified in NVTA RFP 2017-01 and the services and deliverables outlined in:
 - i. Technical Proposal of August 23, 2016
 - ii. Supplemental document dated September 1, 2016
 - b. The annual fee for services will be \$60,000.00.
2. NVTA selects 'Payment Option One – Even Monthly Fees' as presented on page 1 of the MWC Price Proposal dated August 23, 2016.
3. The first month's payment to MWC will be prorated based on the NVTA start work authorization date.
4. The Northern Virginia Transportation Authority affirms that no federal funds will be utilized to finance the services provided by McGuireWoods Consulting LLC for the term of the contract and to clarify that MWC will not serve as a federal contractor or subcontractor under this agreement.
5. MWC has conformed to all insurance requirements. A revised Certificate of Liability Insurance is attached noting that NVTA is an additional insured and is included as attachment A.
6. RFP Section E, Item 19 – INDEMNIFICATION (page 20) Is replaced with the following clarification:

MWC shall not seek to hold liable NVTA, or any of its officers, agents and employees for any claims of any nature whatsoever arising out of the failure of MWC or any subcontractor to conform to any law or regulation pertaining to this contract or arising out of the activities funded in whole

or in part by the contract. MWC shall defend, indemnify, save, and hold harmless NVTA, and its officers, agents and employees against all claims and liability, including cost and expenses, due to the acts or omissions of MWC or the acts or omissions of MWC's subcontractors, agents or employees arising out of the activities related to this contract, except to the extent such claims or liability are caused by the sole negligence or willful misconduct of the NVTA. MWC agrees to maintain adequate insurance to protect NVTA and its officers, agents, and employees from liability arising out of this contract. To be indemnified, NVTA must (1) give MWC prompt written notice of the claim within sixty (60) days of NVTA receiving written notice of the claim. MWC will retain the right, at its option to settle or defend the claim, at its own expense and with its own counsel.

7. McGuireWoods LLP (Law Firm) represents NVTA as bond counsel, which representation has included and is expected to continue to include the filing and pursuit of bond validation proceedings. MWC is proposing to lobby on NVTA's behalf, as directed by NVTA's Executive Director, on transportation funding matters and legislation affecting transportation funding and programs in the Commonwealth of Virginia, and to monitor such matters and legislation to keep the Executive Director apprised of pertinent developments.

In order to prevent inadvertent waivers of the attorney-client privilege, for so long as MWC performs lobbying work for NVTA, the Law Firm and MWC will establish and maintain an ethics screen between the Law Firm team representing NVTA on bond and bond validation matters and the MWC team performing lobbying work for NVTA. The ethics screen will prevent each team from sharing confidential information pertaining to their respective work for NVTA matters and accessing hard copy and electronically stored records pertaining to the other team's NVTA matters, unless expressly directed to do so by NVTA's Executive Director. No Law Firm team member will work on consulting matters involving NVTA, and vice versa, unless expressly directed to do so by the NVTA Executive Director and/or NVTA's Council of Counsels. The Executive Director's and/or Council of Counsels express direction must be in writing, and may be provided via e-mail.

In addition, both the Law Firm and MWC will submit separate bills for their services and out-of-pocket expenses.

This letter, together with NVTA RFP 2017-01 and the McGuireWoods Consulting LLC Technical Proposal and Price Proposal dated August 23, 2016, the MCW supplemental material and attachments dated September 1, 2016, as well as the clarification letter dated September 1, 2016 and the revisions noted above provides the agreement to conduct the project under the specified terms and conditions. This letter also constitutes your notice to proceed unless advised otherwise in writing by NVTA on or prior to November 23, 2016.

If you concur please sign both originals and return one copy to Michael Longhi, NVTA CFO. Please contact Mr. Longhi at (703) 642-4653 with any questions.

Sincerely,

Monica Backmon
NVTA Executive Director

Tracy M. Baynard
MWC Senior Vice President

Date

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 3, 2016

SUBJECT: Approval of the NVTa 2017 Calendar Year Meeting Schedule

1. **Purpose:** To seek Northern Virginia Transportation Authority (NVTa) approval of the Calendar Year 2017 Meeting Schedule.
2. **Suggested Motion:** *I move Authority approval of the Calendar Year 2017 Meeting Schedule.*
3. **Background:** As the Authority continues its work as the premiere regional planning, programming and funding entity in Northern Virginia, with the understanding of the importance of allowing sufficient time for the Authority to conduct its business meetings; the Authority adopted the 2nd Thursday of each month at 7pm, as its meeting date and time for CY2016.

NVTa Executive Director proposes the Authority continues to meet on the 2nd Thursday of the month at 7:00pm for CY2017 noting the exceptions below:

- August-NO MEETING
 - Schedule may be adjusted if there is a VaCo/VML hold a joint meeting in Richmond.
 - December meeting to start at 6:00pm, as it is anticipated that NVRC will meet afterwards.
- a. As done in years past, the schedule includes a public comment period in January 2017 to give the public the opportunity to comment on regional transportation issues.
 - b. The Authority may choose to cancel or reschedule a meeting at its discretion.

Attachment: Draft CY2017 Northern Virginia Transportation Authority Meeting Schedule

XI.ATTACHMENT

Proposed NVTa CY2017 Meeting Schedule
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200, Fairfax, VA 22031

January 12, 2017	7:00 pm
February 9, 2017	7:00 pm
March 9, 2017	7:00 pm
April 13, 2017	7:00 pm
May 11, 2017	7:00 pm
June 8, 2017	7:00 pm
July 13, 2017	7:00 pm
September 14, 2017	7:00 pm
October 12, 2017	7:00 pm
November 9, 2017	7:00 pm
December 14, 2017	6:00 pm

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Mary Hynes, Chairman, Governance and Personnel Committee

DATE: November 4, 2016

SUBJECT: 2017 Draft Legislative Program

1. **Purpose:** To develop the Northern Virginia Transportation Authority's (NVTA) 2017 Legislative Program.
2. **Background:** The Governance and Personnel Committee met on Thursday, October 13th at 6:00pm and Wednesday, November 2nd at 7:00pm, to discuss the draft 2017 Legislative Program for Authority consideration.

Chair Hynes noted that the structure of the draft 2017 Legislative Program has been changed from previous years to state the Authority's specific positions on legislative items first to ensure that the positions were not lost in the large amount of information.

After a robust discussion on the draft 2017 Legislative Program, below are the noted highlights of the Program per the Committee discussion and recommendation:

- **Continued Support of Previous Positions related to the Allocation of Statewide Revenues**
 - ✓ **State of Good Repair:** continue to recommend an increase in the percentage of State of Good Repair revenues that come to Northern Virginia.
 - ✓ **Regional Gas Tax Floor:** continue support for establishment of a floor in the Regional Gas Tax, as the lack of a floor is negatively impacting the region's transit systems and should be addressed.
 - ✓ **Transit Capital Funding:** continue support of efforts to address anticipated funding reduction to ensure that transit systems continue to receive the Commonwealth resources needed to provide critical services.
 - ✓ **Revenue Sharing:** continue support of an increase to Revenue Sharing Program funding.
- **WMATA-** Support of the Metro Safety Commission created to ensure adequate oversight of WMATA's safety efforts.
 - ✓ Continued Commonwealth support of Metro which will help accommodate additional growth in Northern Virginia. Northern Virginia's sustained growth is important for the entire Commonwealth.
 - ✓ Language was also added and strengthened regarding Metro's enhanced and core capacity needs.

- **VRE-** Revisions and reaffirmations to the Authority's previous positions on VRE. Previous positions include support to identify funding for operating and capital needs per VRE's 2040 System Plan and associated Financial Plan.
- **Land Use Planning-** As the Planning Coordination Advisory Committee (PCAC) suggested that language be added to the program to address the 2015 General Assembly legislation regarding proffers; Ms. Backmon and Ms. Dominguez contacted localities regarding language they are including in their local legislative programs. A position was added to the draft legislative program.
- **Surface Transportation Program Reauthorization-** the language regarding federal transportation funding bill, Fixing America's Surface Transportation Act (FAST-Act), was updated to note:
 - ✓ The funding amounts and provisions in the bill.
 - ✓ The coordination with regional agencies, such as the Transportation Planning Board, in the implementation of the performance measures for funding programs.

The draft 2017 Legislative Program was developed with input from the committees noted below:

- a. Planning Coordination Advisory Committee
 - b. Regional Jurisdiction and Agency Coordination Committee
 - c. Northern Virginia Legislative Liaison Group
3. **Next Steps:** The Governance and Personnel Committee will ask the Authority to adopt the 2017 Legislative Program at the December 8, 2016 Authority meeting.

Attachment: Draft 2017 Legislative Program



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

2017 Legislative Program

Draft: November 4, 2016

STATE

TRANSPORTATION FUNDING

The passage of HB 2313 (2013) was the result of bipartisan cooperation throughout the Commonwealth. The regional funding provided through HB 2313 is a significant step towards addressing the transportation needs of Northern Virginia. The Authority will continue to work with the Commonwealth to ensure that we are all fully utilizing the resources provided by HB 2313 to implement the necessary improvements to Northern Virginia's transportation infrastructure.

STATE FUNDING

Allocation of Statewide Revenues: It is important that Northern Virginia continues to receive its fair share of statewide revenues, as required in HB 2313. This is especially important as various formulas and processes for transportation funding are being created and/or modified.

- A. **State of Good Repair:** **The Authority recommends an increase in the percentage of State of Good Repair revenues that come to Northern Virginia.**
 - The Authority is concerned that Northern Virginia is currently expected to receive only 10.6 percent of State of Good Repair funds, while only 31 percent of all secondary roads in Northern Virginia are in Fair or Better Condition, far less than the Commonwealth's average of 60 percent. As millions of people drive on our roads every day, these deteriorated pavements will only get worse until something is done to address them.
- B. **Revenue Sharing:** **The Authority recommends that funding of the Revenue Sharing Program remain the same or is increased.**
 - The Authority is concerned about efforts to decrease funding for the Revenue Sharing Program over the next several years. By design, the Revenue Sharing Program has allowed more projects throughout the Commonwealth to move forward through the leveraging of funds with local sources as reducing the funding in this program will only slow the efforts to improve our transportation system.

- C. **Transit Capital Funding:** The Authority supports efforts to fully address this anticipated funding reduction to ensure that transit systems continue to receive the state resources needed to provide critical transit services. While the General Assembly has helped address the significant decline in state transit funding expected to occur in 2018, the Commonwealth's projected available funds for transit capital projects are still expected to drop significantly unless another source of revenue is identified.
- The Authority remains opposed to the Department of Rail and Public Transportation's decision to change the allocation of state funds for transit capital costs from the non-federal cost of a project to the total project cost. As several Northern Virginia transit systems do not receive federal funds, this change increases the local share our localities must pay while reducing the share for those other systems in the Commonwealth that provide far less local funding.
- D. **Regional Gas Tax Floor:** The Authority supports establishing a floor on the regional gas tax that would put it on par with the floor for the statewide gas tax established in HB 2313. A 2.1 percent motor vehicle fuels tax is levied on fuels sold/delivered in bulk in Northern Virginia. The revenues from these taxes, which must be spent on transportation purposes, have fallen significantly due the reduction in the price of gas.

A modern, efficient, multimodal transportation system is essential to the Commonwealth, and is intrinsically tied to continued economic development and the ability to compete in a global economy. We must all work together to maintain and build the multimodal infrastructure that Virginia needs to remain an active and dynamic participant in a 21st Century economy. *(Revises and reaffirms previous positions)*

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)

- A. **Safety:** The Authority supports adequate funding and oversight of WMATA's efforts to enhance the safety and security of the system and its riders. The Authority is also supportive of the Metro Safety Commission being created to ensure adequate oversight of WMATA's efforts.
- The Commonwealth is a valuable partner in ensuring that WMATA continues to move ahead with important safety and infrastructure capital improvements in its system, and must work with the Federal Government to ensure that it, too, provides sufficient resources.
 - The \$300 million annually provided by the federal government, the Commonwealth, Maryland, and the District of Columbia, as provided in Passenger Rail Investment and Improvement Act of 2008 (PRIIA) addresses urgent capital needs and is especially important as

WMATA works with the federal government and its state and local jurisdictions to improve safety and state of good repair issues throughout its system.

B. Enhanced Capacity: The Authority supports continued state and federal support of Metro that helps accommodate additional passenger growth in Northern Virginia, which is important for the entire Commonwealth and serves federal facilities in the National Capital Region.

- While focusing on safety and state of good repair, the region must also work to address the WMATA capacity needs that serve Northern Virginia residents and businesses and federal facilities. The region is projected to continue to grow over the coming decades, placing more pressure on a Metro system that is already nearing capacity.
- Improvements to the system's core capacity are needed as well as future extensions. Capital and operating resources are critical to ensuring that these needs are addressed. (Revises and Reaffirms Previous Position)

VIRGINIA RAILWAY EXPRESS (VRE)

The Authority supports efforts to identify funding for operating and capital costs to sustain current service, as well as funding to address natural demand growth in the region.

- VRE's 2040 System Plan identified capital and operating requirements needed for the system; and the associated Financial Plan found a clear need for increased funding for the system, even without any proposed expansion of service. VRE currently provides approximately 18,000 rides a day. Many of those utilizing the system are transit choice riders who would otherwise be driving on Northern Virginia's already congested roadways. Here in Northern Virginia, making smart choices between modes is what NVTA is trying to do *(Revises and reaffirms position)*.

PEDESTRIAN AND TRANSIT SAFETY

The Authority supports revisions to Virginia's existing pedestrian legislation to clarify the responsibilities of drivers and pedestrians in order to reduce the number of pedestrian injuries and fatalities that occur each year. In particular, support legislation that would require motorists to stop for pedestrians in crosswalks at unsignalized intersections on roads where the speed is 35 mph or less and at unsignalized crosswalks in front of schools.

- Strong safety records depend on strong safety practices and training and **the Authority supports training programs for transit systems, pedestrians and bicyclists.** *(Revises and reaffirms previous position)*

LAND USE PLANNING

The Authority supports land use and zoning as fundamental local responsibilities and objects to certain land use provisions included in state law that could override the work done by our local governments and our residents, property owners, and the local business communities on land use and transportation plans.

- Land use provisions included in legislation during the 2012 Session provide that VDOT and the Commonwealth Transportation Board (CTB) can decide whether local transportation plans are consistent with the Commonwealth's current priorities. If they decide this is not the case, they are able to withhold funding for transportation projects in counties. While the Authority is appreciative of efforts to better coordinate local and state transportation planning, it is also concerned that these provisions essentially transfer the responsibility for land use planning from local governments to the Commonwealth. *(Reaffirms previous position)*
- **The Authority supports the ability of its member jurisdictions to collect both in-kind and cash proffers that assist with providing necessary transportation facilities and infrastructure to serve new development and help address transportation congestion and accessibility.** Proffers have been a critical element in leveraging local, regional, state, and federal funds, which come together to fully fund necessary transportation projects in our region. *(New position)*

SECONDARY ROAD DEVOLUTION/LOCAL MAINTENANCE PROGRAMS

- **The Authority opposes the transfer of secondary road construction and maintenance responsibilities to counties, especially if these efforts are not accompanied with corresponding revenue enhancements.** While there may be insufficient resources to adequately meet the maintenance and improvement needs of secondary roads within the Commonwealth, the solution to this problem is not to simply transfer these responsibilities to local government that have neither the resources nor the expertise to fulfill them.
- **The Authority opposes the legislative or regulatory moratorium on the transfer of newly constructed secondary roads to VDOT for the purposes of ongoing maintenance.**
- **The Authority opposes changes to maintenance allocation formulas detrimental to localities maintaining their own roads.** Changing current formulas or requiring additional counties to maintain their roads could lead to a reduction in Urban Construction and Maintenance Funds, placing a huge extra burden on these localities. *(Revises and reaffirms previous position)*

MAXIMIZING USE OF FACILITIES AND OPERATIONS

A vital component of our transportation network is transportation demand management, such as **high occupancy vehicle use, and teleworking, safe pedestrian and bicyclist movement; and encourage user friendly access to transit.**

The Authority supports these efforts to help mitigate roadway congestion and provide benefits to employers and employees. *(Revises and Reaffirms Previous Position)*

FEDERAL

SURFACE TRANSPORTATION PROGRAM REAUTHORIZATION

In December 2015, Congress passed the Fixing America's Surface Transportation Act (FAST Act), a five-year package that provides \$305 billion in new spending obligations from the Highway Trust Fund spanning fiscal years 2016 through 2020: \$225.2 billion for highways, \$48.7 billion for mass transit, and \$7 billion for highway and motor carrier safety. The U.S. Department of Transportation (USDOT) is currently implementing the FAST Act. As the implementation of the FAST Act occurs, the Authority believes that a number of significant issues should be considered, including:

- The level of Federal investment in the nation's transportation infrastructure, including both maintenance of the existing system and expansion, must increase significantly; **it is essential that programs receive the funding amount authorized in the FAST Act.**
- **USDOT must coordinate with regional agencies, including the Northern Virginia Transportation Authority and the Transportation Planning Board, and local governments as it works to implement the FAST Act, specifically, during the development of** rules to establish performance measures and standards for numerous programs;
- **The Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Regional Surface Transportation Program (RSTP) are essential to the region.** These two programs are presently overextended and additional funding for both is crucial to address needs throughout the Country.
- To recognize the uniqueness of metropolitan areas, **greater decision-making authority for determining how transportation funding is spent should be given to local governments and regional agencies, such as the Northern Virginia Transportation Authority; and**
- **Safety and security must continue to be an important focus of transportation projects.**

(Revises and reaffirms previous position)

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) FUNDING

A. Passenger Rail Investment and Improvement Act of 2008 (PRIIA)

Funding and Safety: The Authority supports WMATA's efforts to enhance the safety and security of the system and its riders, through adequate funding and oversight. The Authority is also supportive of the Metro Safety Commission being created to ensure adequate oversight of WMATA's efforts.

- The federal government is a valuable partner in ensuring that WMATA continues to move ahead with important safety and infrastructure capital improvements in its system. The \$300 million annually provided by the federal government, the Commonwealth, Maryland, and the District of Columbia, as provided in Passenger Rail Investment and Improvement Act of 2008 (PRIIA) addresses urgent capital needs and is especially important as WMATA works with the federal government and its state and local jurisdictions to improve safety and state of good repair issues throughout its system.
- This authorization, which must continue to be accompanied by annual appropriations, is especially important as WMATA works with the federal government and its state and local jurisdictions to improve safety and state of good repair issues throughout its system. *(Revises and Reaffirms Previous Position)*

B. Enhanced Capacity: The Authority supports federal and state support of Metro to help accommodate additional passenger growth, given the system's role in transporting employees and customers to federal facilities throughout the National Capital Region.

- While focusing on safety and state of good repair, the funding partners – including the Federal government -- must work to address WMATA's capacity needs. The National Capital Region is projected to continue to grow over the coming decades, placing more pressure on a Metro system that is already nearing capacity. Improvements to the system's core capacity are needed, as well as future extensions. Resources are critical to ensuring that these needs are addressed. *(Revises and Reaffirms Previous Position)*

VIRGINIA RAILWAY EXPRESS (VRE)

The Authority supports efforts to identify funding for operating and capital costs to sustain current service, as well as funding to address natural demand growth in the region.

- VRE's 2040 System Plan identified capital and operating requirements needed for the system; and the associated Financial Plan found a clear need for increased funding for the system, even without any proposed expansion of service. VRE currently provides approximately 18,000 rides a day. Many of those utilizing the system are transit choice riders who would otherwise be

driving on key segments of the National Highway System – I-95 and I-66. Both facilities are key to national commerce and military movement. Here in Northern Virginia, making smart choices between modes is what NVTa is trying to do (*Revises and reaffirms position*).

- Federal funding and cooperation is critical to the expansion of the Long Bridge, currently a significant impediment to enhancing passenger and freight rail service in the Northeast Corridor. Expanding the Long Bridge is identified in VRE's 2040 Plan.

The Authority urges the Federal government to complete implementation of the Positive Train Control initiative in order to improve employee and passenger safety in rail corridors used by VRE.

FEDERAL GOVERNMENT RELOCATION AND CONSOLIDATION

The Authority supports greater coordination and sufficient funding to address the planning and transportation issues associated with any future Base Realignment and Closure Commission recommendations or other federal Government Relocations and Consolidations. (*Reaffirms previous position*)

FUNDING FOR TRANSPORTATION EMERGENCY PREPAREDNESS

The Authority calls upon Congress to provide increased emergency preparedness and security funding to local and regional transportation agencies in the metropolitan Washington area. (*Reaffirms previous position*)

FUNDING FOR THE METROPOLITAN AREA TRANSPORTATION OPERATIONS COORDINATION (MATOC) PROGRAM

The Authority calls upon Congress to provide increased funding to transportation agencies in the metropolitan Washington area to continue funding for MATOC's operations. The MATOC program is a coordinated partnership between transportation agencies in D.C., Maryland, and Virginia that aims to improve safety and mobility in the region through information sharing, planning, and coordination. (*Reaffirms previous position*)

FLIGHT OPERATIONS AT REAGAN WASHINGTON NATIONAL AIRPORT

The Authority agrees with other localities and regional bodies in opposing efforts to undermine regional and local authority over airports and supports maintaining the slot rule (limiting the takeoffs and landing) and the perimeter rule at Reagan Washington National Airport. Increasing the number of slots and changing the perimeter rules would have substantial negative impacts on congestion, efficiency, service and the surrounding community. The region has encouraged air expansion at Dulles International Airport and Northern Virginia

continues to significantly invest in transportation projects, such as the Metrorail Silver Line extension, that will provide greater accessibility to Dulles International Airport. *(Reaffirms previous position)*

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Members, Northern Virginia Transportation Authority

FROM: Chairman Martin E. Nohe, Planning and Programming Committee

DATE: November 4, 2016

SUBJECT: Report from the Planning and Programming Committee

1. **Purpose.** To inform the Northern Virginia Transportation Authority (NVTA) on recent activities of the NVTA Planning and Programming Committee (PPC).
2. **Background.** The PPC met on Friday, October 28, 2016 and was well attended with 4 out of 5 members present. The Committee discussed the candidate performance measures to be used in the evaluation of projects/packages of projects in TransAction.

The following provides a summary of the discussion at the October 28th meeting.

3. **Candidate TransAction Measures/Weightings.** Members discussed candidate performance measures to be used in the evaluation of projects/packages of projects in TransAction. In a number of cases, the Committee asked for additional explanations and clarifications from staff. The Committee plans to take action to provide a recommendation to the Authority on TransAction measures at its December meeting. In addition to its own deliberations, the Committee's action will take account of recommendations from the Technical Advisory Committee, the Planning Coordination Advisory Committee, and the TransAction Subcommittee comprising jurisdiction and agency staff.

The Committee will consider weightings associated with the TransAction measures at a subsequent meeting, with a view to making a recommendation to the Authority in February 2017.

4. **Next steps.** I envision the PPC will continue to be engaged in the process to update TransAction, and the development of NVTA's FY2018-23 Six Year Program.

The next meeting of the PPC is scheduled for 10:00am on Monday, December 5, 2016.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Mayor Foreman, Chairman, Planning Coordination Advisory Committee

DATE: November 4, 2016

SUBJECT: Report from the Planning Coordination Advisory Committee

- 1. Purpose.** To inform the Northern Virginia Transportation Authority (NVTA) on recent activities of the NVTA Planning Coordination Advisory Committee (PCAC).
- 2. Background.** The PCAC met on October 26, 2016 and was well attended with 10 members present. The Committee discussed the candidate performance measures to be used in the evaluation of projects/packages of projects in TransAction, and took action on the Authority's 2017 Legislative Agenda.

This was the second meeting at which the Committee had had an opportunity to discuss these topics, following the PCAC meeting in September. Consistent with the NVTA Bylaws, the Committee was able to consider a formal action item for the TransAction measures but chose to defer the action item until its November meeting, to allow for further discussion.

The following provides a summary of the discussion at the October 26th meeting.

- 3. Candidate TransAction Measures/Weightings.** Members discussed candidate performance measures to be used in the evaluation of projects/packages of projects in TransAction. In a number of cases, the Committee voted on specific measures, and asked for clarifications on others. The Committee plans to take action to provide recommendations on measures and associated weightings at its November meeting.
- 4. 2017 Legislative Program.** The Committee unanimously voted to recommend approval of the draft Legislative Program. In particular, Committee members appreciated addition of language to address the impact of recent legislation on the ability of local jurisdictions to apply revenues from development proffers to related transportation infrastructure improvements.
- 5. Next steps.** I envision the PCAC will continue to be engaged in the process to update TransAction, and the development of NVTA's FY2018-23 Six Year Program.

The next meeting of the PCAC is scheduled for 6:30pm on Thursday, November 17, 2016.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Randy Boice, PE, Chairman, Technical Advisory Committee

DATE: October 31, 2016

SUBJECT: Report from the Technical Advisory Committee

1. Purpose. To inform the Northern Virginia Transportation Authority on the recent activities of the Authority's Technical Advisory Committee (TAC).

2. Background. The TAC met on October 12, 2016. The Committee was briefed on the Authority's agenda for the October 13, 2016, Authority meeting.

The Committee had a robust discussion on the draft performance measures for the analysis as part of the TransAction update. The Committee had specific comments about the measures for connectivity, access, consistency with jurisdictional comprehensive plans, commuting cost, safety, cost benefit ratio, and those related to negative impacts of transportation. The Committee agreed in general that the congestion reduction related measures should receive the highest weighting (TransAction goal 1) followed by measures that enhance the reliability of the network (TransAction goal 2).

The Committee will have continued discussions on the performance measures at their next meeting and will develop a recommendation for the Planning and Programming Committee (PPC) and the Authority for their consideration, to be discussed at their respective December meetings.

3. Next steps. We will continue to be engaged with the TransAction update and provide technical input and advice as needed. The next meeting of the Technical Advisory Committee is scheduled for November 16, 2016, 7:00 pm at the NVTA offices.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 4, 2016

SUBJECT: Executive Director's Report

1. **Purpose:** To inform the Northern Virginia Transportation Authority (NVTA) of items of interest not addressed in other agenda items.
2. **Public Engagement Activities.** As shared with the Authority at the October meeting, the second round of public engagement for TransAction is underway. The focus of the fall engagement activities is understanding prioritization factors. This will support technical activities scheduled during late fall 2016 and winter 2016/17. Specific activities include:
 - An online survey developed to learn how Northern Virginians think we should prioritize different ways of addressing a broad range of transportation needs. As of noon, Friday, November 4, 2016, we have received **831 responses** to the online survey! The survey closes on Monday, November 28, 2016.
 - A workshop with members of the business community and other stakeholders was held on Tuesday, October 25th to receive input on addressing prioritization.
 - Four focus groups will be held this month. These focus groups will provide a more in-depth discussion of issues raised in the survey, stakeholder workshop and at pop-in events.
 - The Benchmark Survey will be repeated with a Tracking Survey during December 2016. This will identify how public perceptions about transportation in the region have changed over the previous year.
 - Attachment B of the report provides additional detail regarding the Fall Public Engagement activities.
3. **I-66/Route 28 Interchange Project:** Governor McAuliffe held a press conference on Thursday, November 3, 2016 to announce that the Express Mobility Partners, a consortium of Cintra, Meridiam, Ferrovial Agroman US and Allan Myers VA, Inc. has been selected to construct the I-66 Outside the Beltway project.

As you may recall, the Authority allocated \$300 million in regional revenues to the I-66/Route 28 Interchange Project as part of the FY2017 Program. NVTA's \$300 million for

the I-66/Route 28 Interchange, together with \$300 million allocated by the Commonwealth under the HB 2, now Smart Scale process, represented \$600 million in upfront public funding for the entire I-66 Outside the Beltway project, which has been estimated to cost \$2.1 billion.

As part of his announcement, Governor McAuliffe shared that the Express Mobility Partners' proposal does not require any public funding. An overview of what this means to the NVTa is noted below:

- The Authority adopted the FY2017 Program totaling \$466 million, on July 14, 2016. Of this total, \$266.7 million in program funding was available Pay-Go revenues and the remaining \$200 million was to be bond funded.
- The FY2017 Program total includes \$300 million for the I-66/Route 28 Interchange Project which will now be funded by the Express Mobility Partners.
- Once the I-66 Outside the Beltway Project reaches either Commercial Close (December 2016) or Contract Close (expected in July 2017), NVTa staff will make a recommendation to remove the I-66 Route/28 Interchange Project from the FY2017 Program.
- Upon Authority approval of this recommendation, the remaining 11 projects, totaling \$166 million, can be funded with the available Pay-Go revenues which is \$266.7 million.
- No need to issue debt to support the remaining FY2017 projects.
- Authority action will also make the newly released \$100 million in PayGo revenues available to support projects in the Authority's first Six Year Program expected to cover FY2018-2023.

4. NVTa Standing Committee Meetings

- **Finance Committee:** The NVTa Finance Committee will meet on Thursday, November 17, 2016 at 1:00pm.
- **Planning and Programming Committee:** The NVTa Planning and Programming Committee will meet on Monday, December 5, 2016 at 10:00am.
- **Governance and Personnel Committee:** The Governance and Personnel Committee will meet TBD.

5. NVTa Statutory Committee Meetings:

- **Planning Coordination Advisory Committee:** The PCAC will meet on Thursday, November 17, 2016 at 6:30pm.
- **Technical Advisory Committee:** The TAC meeting schedule for Wednesday, November 16, 2016 at 7:00pm.

Attachments:

- A. RSTP/CMAQ Transfers for Fairfax County
- B. TransAction Fall 2016 Public Engagement Activities
- C. FY2014-2016 NVTa Regional Projects Status

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 4, 2016

SUBJECT: Approval of Reallocation of Regional Surface Transportation Program (RSTP)
funds for Fairfax County

- 1. Purpose:** To inform the Northern Virginia Transportation Authority (NVTA) of Regional Jurisdiction and Agency Coordinating Committee (RJACC) Approval of Reallocation of Regional Surface Transportation Program (RSTP) funds for Fairfax County
- 2. Background:** On September 11, 2008, the Authority delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTA to the Regional Jurisdiction and Agency Coordinating Committee (RJACC).

On October 27, 2016, Fairfax County requested the following reallocations:

- \$564,802 in RSTP funds from the Route 123 Widening from Lee Chapel Road to Backlick Road (UPC 16622) to Route 7 Corridor Improvements Phase II (UPC 106917). The Route 123 project is complete.
- \$19,714 in RSTP from Route 237 Turn Lanes, Signals and Spot Improvements (UPC 17671) to Route 7 Corridor Improvements Phase II (UPC 106917). The Route 237 project is complete.

The RJACC approved these requests on October 27, 2016.

Attachment(s): DRAFT Letter to VDOT NOVA District Administrator Cuervo
Request from Fairfax County

Coordination: Regional Jurisdiction and Agency Coordinating Committee



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

November 10, 2016

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

Reference: Request to Reallocate Regional Surface Transportation Program (RSTP) funds for Fairfax County

Dear Ms. Cuervo:

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 Regional Jurisdiction and Agency Coordinating Committee (RJACC).

On October 27, 2016, Fairfax County requested the following reallocations:

- \$564,802 in RSTP funds from the Route 123 Widening from Lee Chapel Road to Backlick Road (UPC 16622) to Route 7 Corridor Improvements Phase II (UPC 106917). The Route 123 project is complete.
- \$19,714 in RSTP from Route 237 Turn Lanes, Signals and Spot Improvements (UPC 17671) to Route 7 Corridor Improvements Phase II (UPC 106917). The Route 237 project is complete.

NVTA's delegation requires that the RJACC notify the NVTA of these requests. The RJACC approved these requests on October 27, 2016, and the NVTA was informed at their November 10, 2016, meeting. The NVTA has not objected to these reallocations.

Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Noelle Dominguez
NVTA RJACC Chairman

cc: Martin E. Nohe, Chairman, NVTA
Monica Backmon, Executive Director, NVTA
Tom Biesiadny, Director, Fairfax County Department of Transportation



County of Fairfax, Virginia

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

October 27, 2016

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

Re: Reallocation of Regional Surface Transportation Program (RSTP) Funds

Dear Ms. Dominguez: *Noelle*

Fairfax County requests the approval of the Regional Jurisdiction and Agency Coordinating Committee (RJACC) and the Northern Virginia Transportation Authority (NVTA) to transfer a total of \$564,802 in RSTP funds from Route 123 Widening from Lee Chapel Road to Backlick Road (UPC 16622) and \$19,714 from Route 237 Turn lanes, Signals, and Spot Improvements (UPC 17671) to Route 7 Corridor Improvements Phase II (UPC 106917). Both the Route 123 and Route 237 projects are complete. This request seeks to transfer the unexpended balances on both projects to the Route 7 Widening project.

If you have any questions or concerns about this request please contact Ray Johnson at (703) 877-5617.

Sincerely,


Tom Biesiadny
Director

cc. Todd Wigglesworth, Fairfax County Department of Transportation (FCDOT)
Brent Riddle, Fairfax County Department of Transportation (FCDOT)
Carole Bondurant, Virginia Department of Transportation (VDOT)
Bethany Mathis, VDOT
Jan Vaughan, VDOT

Attach Signed Request of Transfer Letter

Fall Public Engagement

Online SURVEY: 10/18-11/22

- Ranking of (general) improvements by sub-area
- Qualifying measures

Ranking Improvements by sub-area

⋮	Complete and improve road network to new communities and businesses.
⋮	Improve North-South freeway connections, including Route 28.
⋮	Improve transit links between counties and Metrolink transfers.
⋮	Improve commuter bus service, and "park and ride" capacity.
⋮	Apply high-occupancy restrictions/tolls on freeway during commuting hours.

Qualifying Measures

	Not at all important	Not very important	Somewhat important	Very important	No Opinion
Reduces congestion	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Next One	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Next One	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

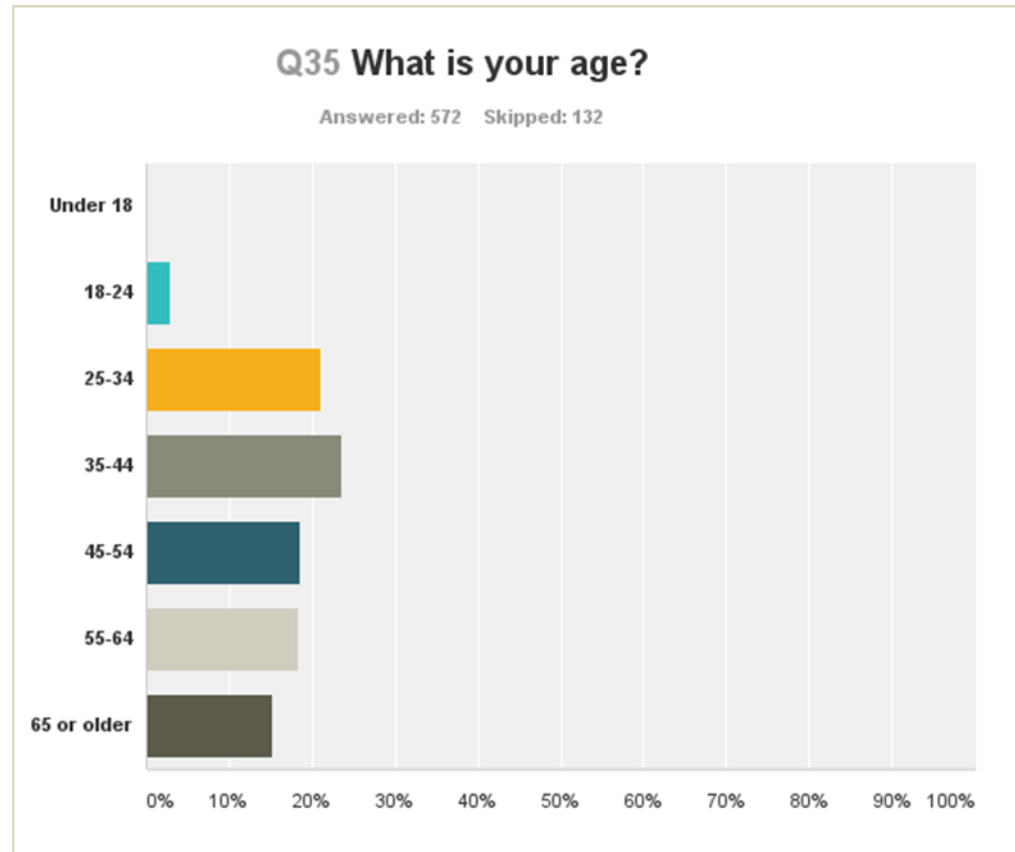
Stakeholder WORKSHOP: 10/25 → FOCUS GROUPS: 11/9 & 11/10

- Breakout discussion and weighting of measures
- Facilitated discussion on improvements and measures with general public

Heart & Mind TRACKING SURVEY (progress on Benchmark): early December

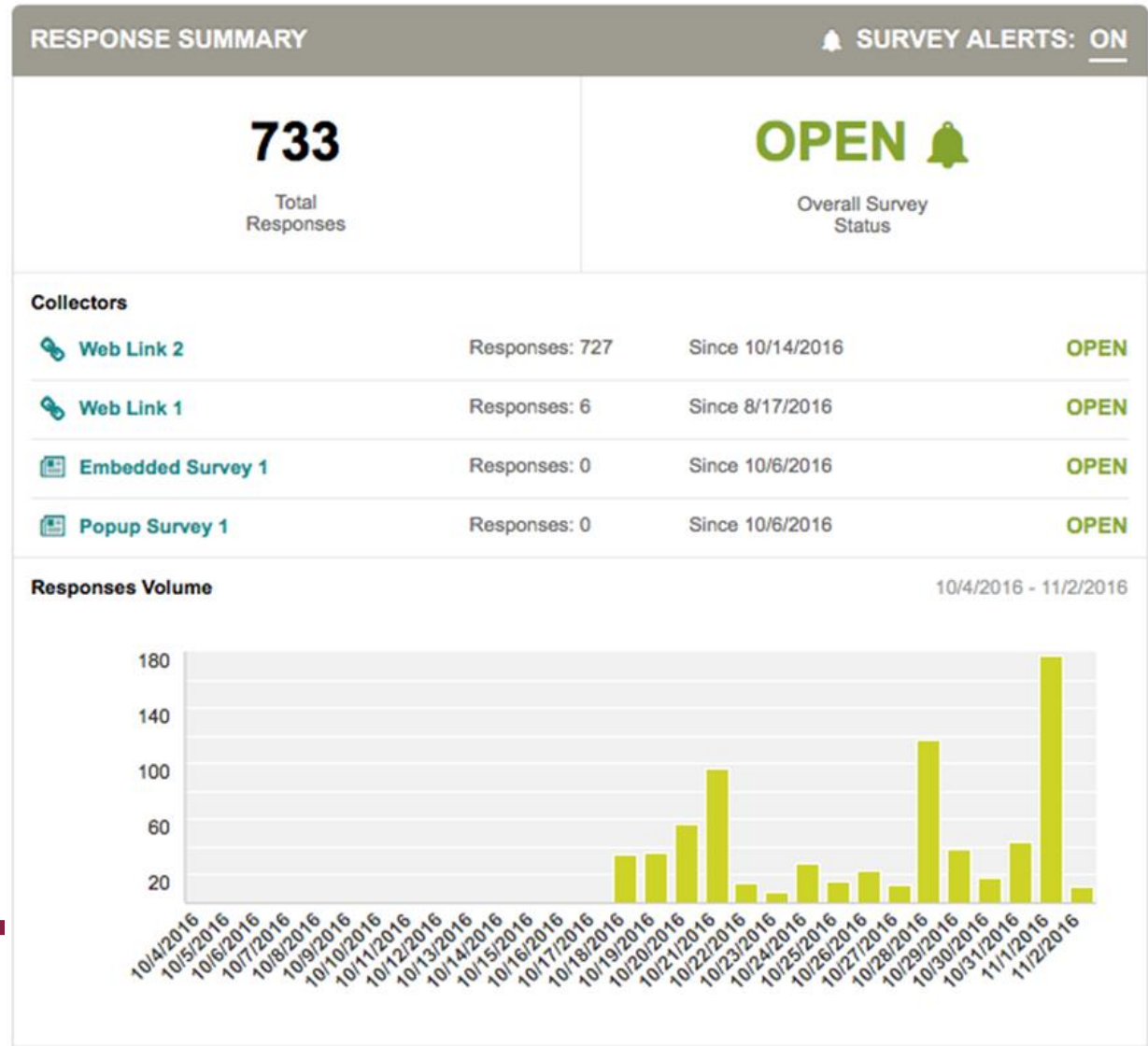
Online Survey Update

- In addition to email blasts, announcement on the TransAction website, and pop-ins, we promoted via Facebook
 - Increased response rate, especially among younger audiences



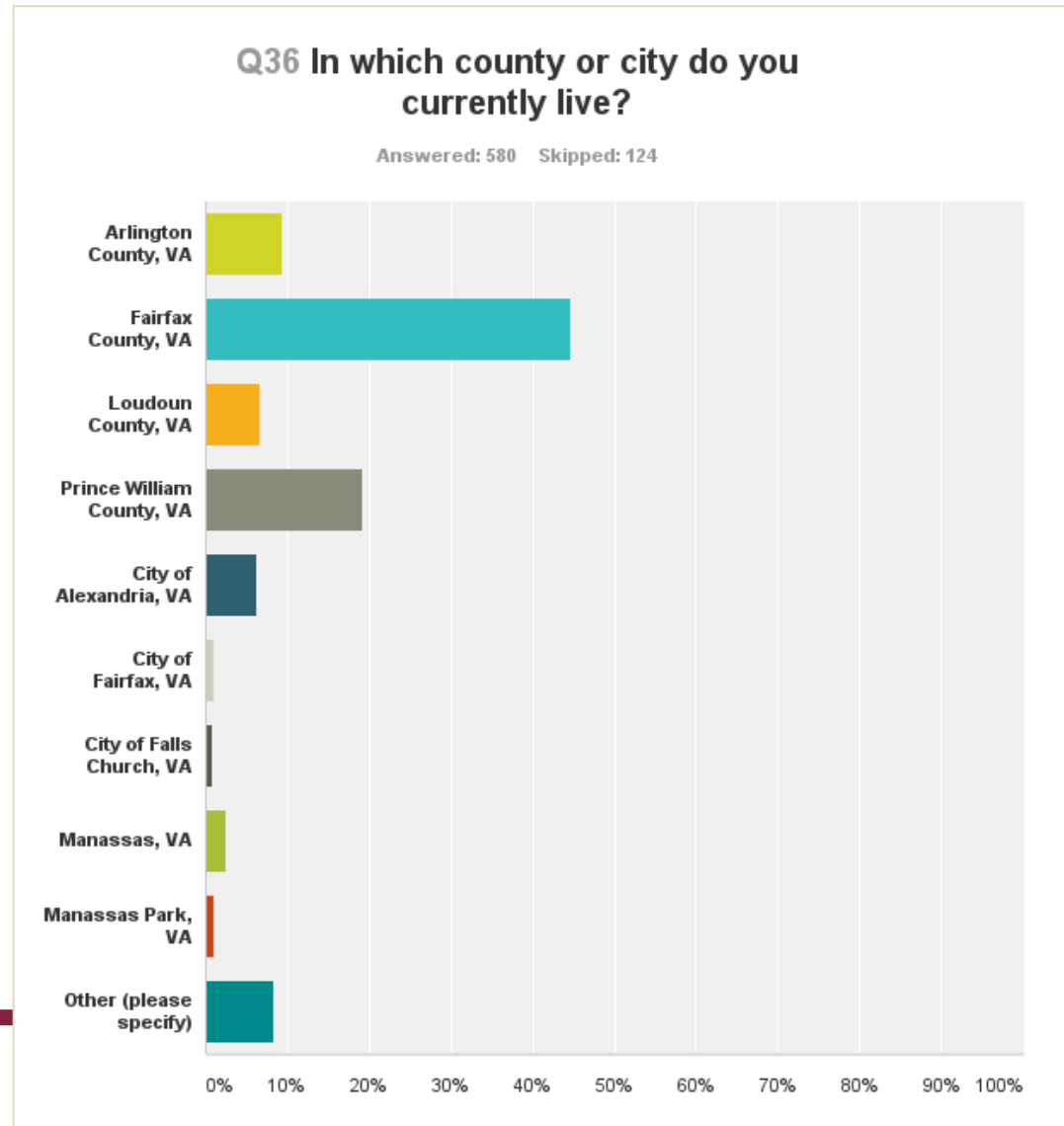
Online Survey Update

- Over 700 responses in two weeks (promotion ongoing)



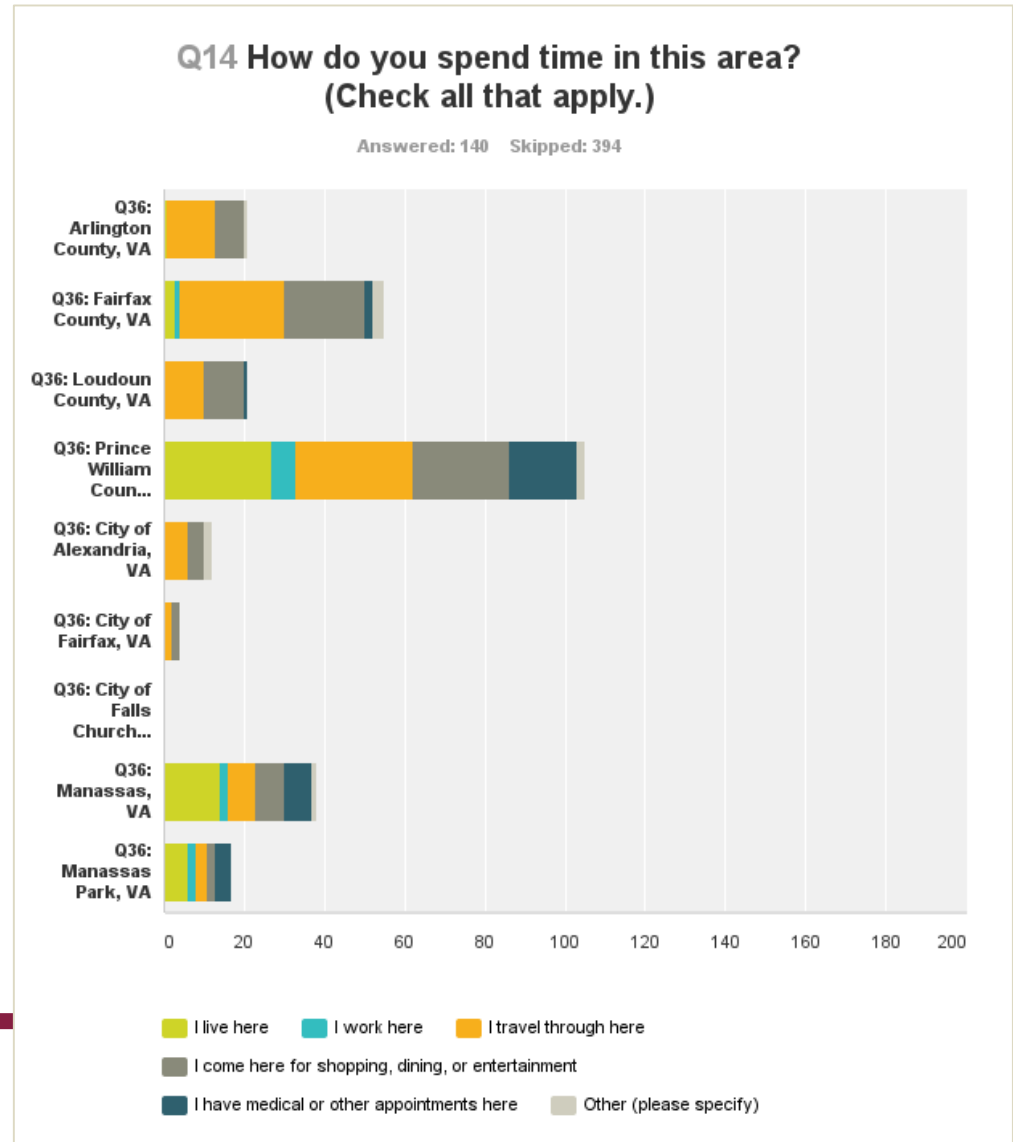
Online Survey Update

- We received responses from every area, including “other” (DC, Montgomery, Fredericksburg, Richmond, etc.)



Online Survey Update

- Survey takers responded to more areas than just where they live
 - Example: Responses to Western Prince William County, Manassas and Manassas Park questions



Online Survey Update

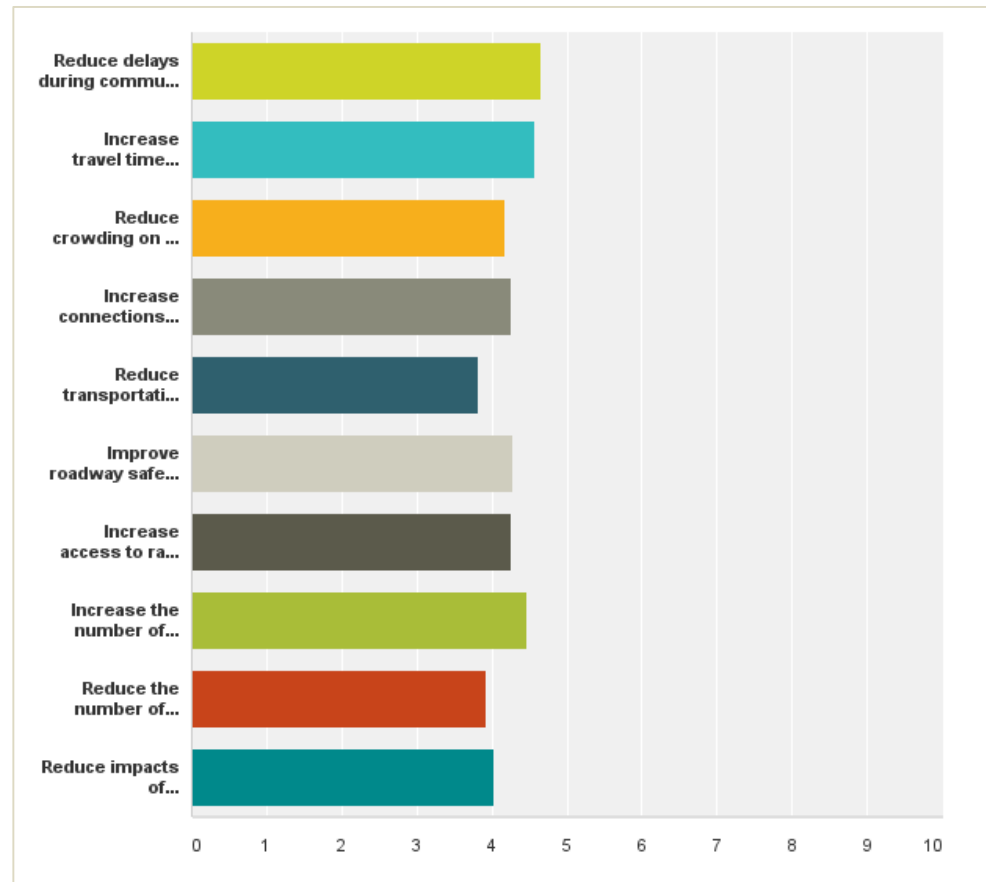
- Example Question

33. As we look to make transportation improvements in Northern Virginia, it's important for us to understand what is important and meaningful to you. Please rate the importance of the following actions that improve NoVa's transportation network and quality of life.

	Not at all important	Not very important	Somewhat important	Very important	No Opinion
Reduce delays during commute hours	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase travel time reliability throughout the day	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce crowding on bus and rail	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase connections between business / residential centers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce transportation costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Improve roadway safety to reduce vehicle crashes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase access to rail stations for pedestrians, bikes and buses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase the number of travel options (e.g. bus, rail, rideshare)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce the number of single-occupancy vehicles during commute hours	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce impacts of transportation on the environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

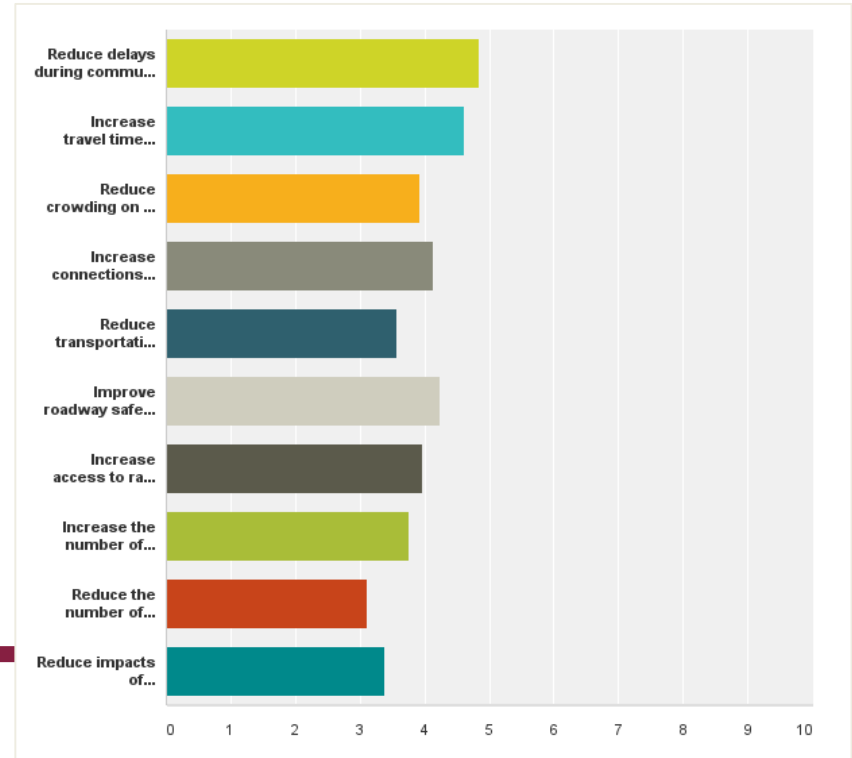
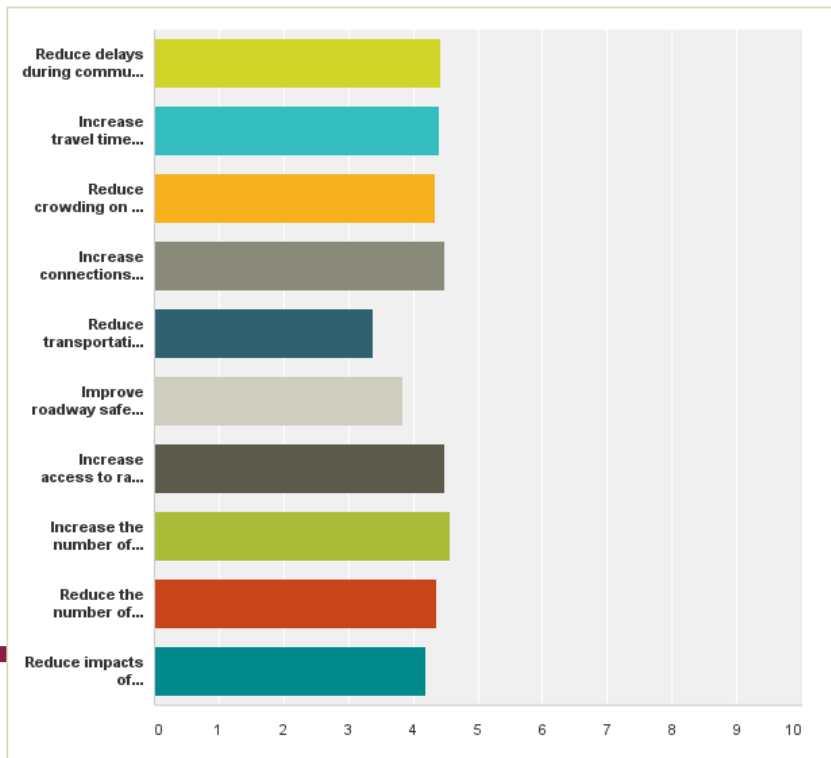
Online Survey Update

- Respondents rated the importance of actions to improve Northern Virginia transportation's network and quality of life.




Online Survey Update

- Priorities (measures) varied across areas
 - More public transit concerns in Arlington (left) than Loudoun (right), for example



Stakeholder Workshop

- Participants represented advocacy, governmental, and business stakeholders throughout Northern Virginia.
- Four breakout groups discussed measures for their assigned geography.



NVTA's
TransAction

NVTA TransAction Workshop
Tuesday, October 25, 8am-10am
Northern Virginia Transportation Authority
3040 Williams Drive, Suite #200, Fairfax, VA 22031

You have been divided into groups representing geographic areas in Northern Virginia to discuss transportation-related characteristics and concerns, and help NVTA select appropriate multimodal objectives (i.e. measures) for the TransAction Plan. These objectives will be used to evaluate the effectiveness of a range of possible multimodal regional transportation improvements throughout Northern Virginia.

First review the multimodal objectives and identify those that your group considers are relevant to your sub-area.

Next allocate a percentage amount out of 100% for each selected objective:
Higher % = MORE IMPORTANT Lower % = LESS IMPORTANT
Note that you may allocate 0% if the objective is not relevant. You may also add new objectives.

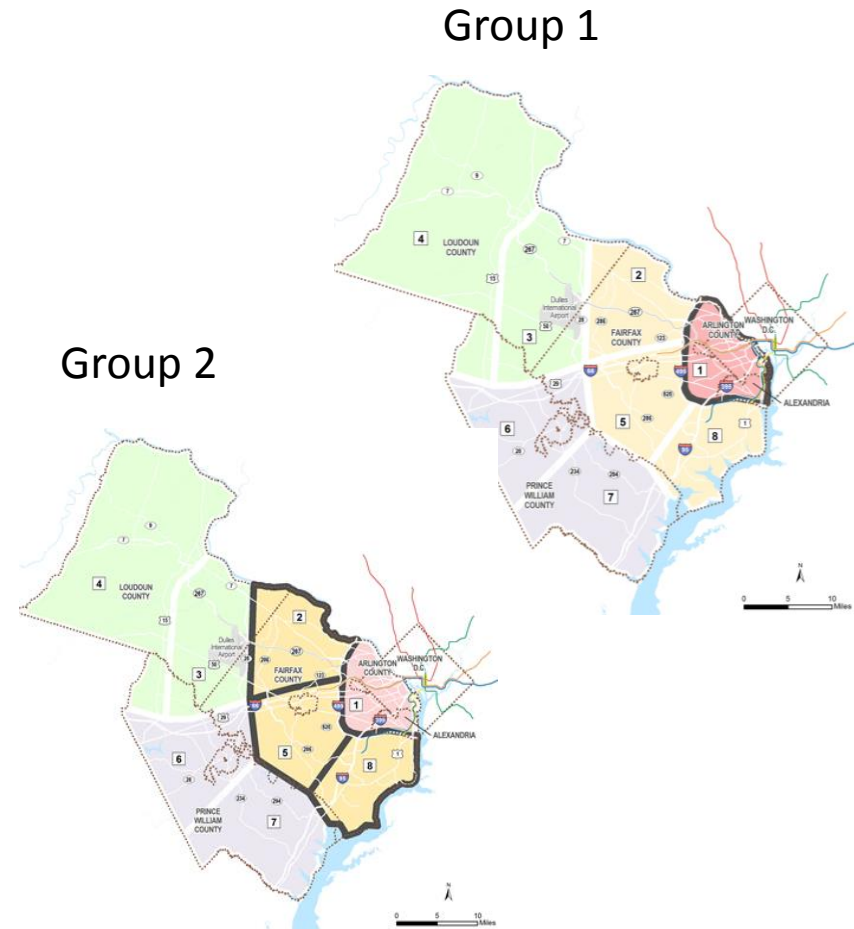
Last prepare for your group's "report back" explaining why you selected certain objectives, and not others, and what the percent breakdown is.

Multimodal Objectives	% (out of 100%)
A. Reduce delays during commute hours	_____
B. Increase travel time reliability throughout the day	_____
C. Reduce crowding on bus and rail	_____
D. Increase connections between business/ residential centers	_____
E. Reduce transportation costs	_____
F. Improve roadway safety to reduce vehicle crashes	_____
G. Increase access to rail stations for pedestrians, bikes and buses	_____
H. Increase the number of travel options (e.g. bus, rail, rideshare)	_____
I. Reduce the number of single-occupancy vehicles during commute hours	_____
J. Reduce impacts of transportation on the environment	_____
_____	_____
_____	_____
_____	_____

Workshop Instructions

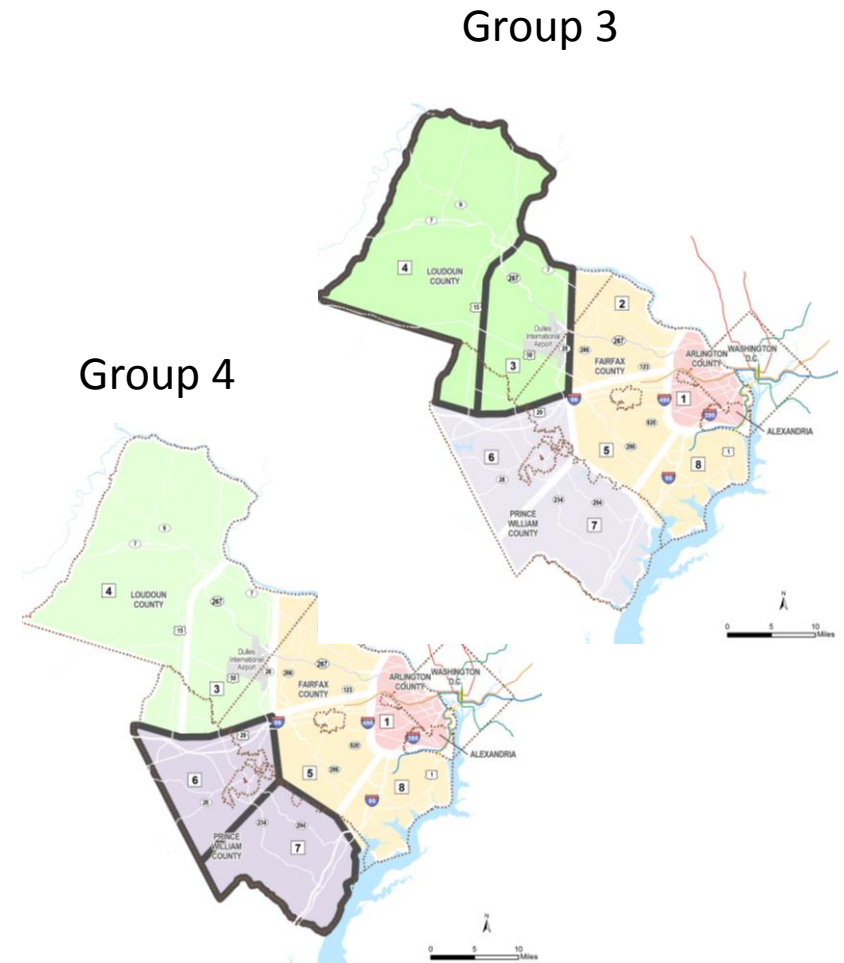
Stakeholder Workshop

- Groups 1 and 2 prioritized objectives that correspond with urbanized areas (e.g. Arlington, Alexandria, Tysons, Reston, Merrifield, etc.):
 - **increasing the number of travel options**
 - **increasing connections between residential/business centers**



Stakeholder Workshop

- Groups 3 and 4 prioritized objectives that correspond with growing communities/employment centers requiring longer trips (e.g. Chantilly, Sterling, Gainesville, Innovation, etc.):
 - **increasing travel time reliability**
 - **decreasing delays during commute hours**



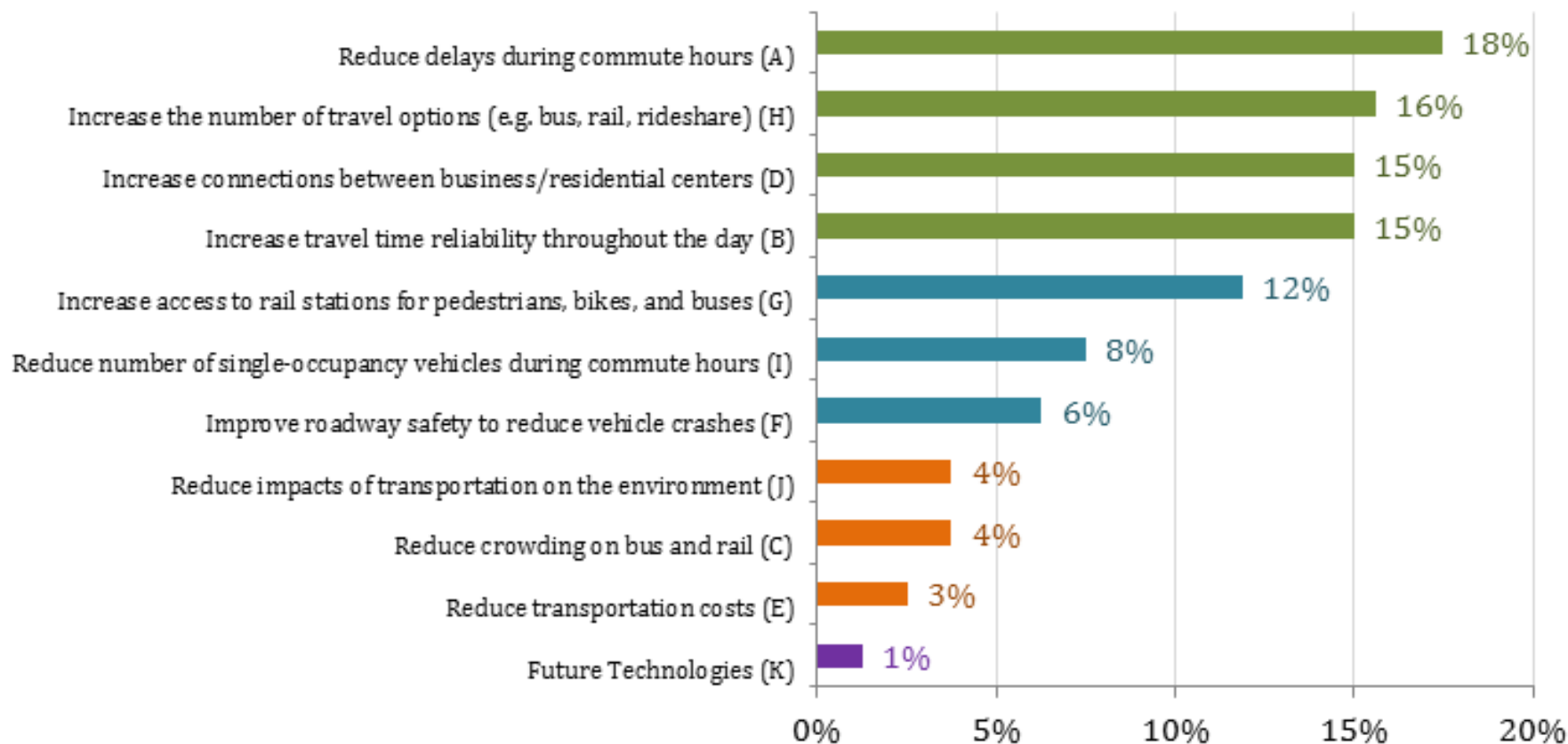
Stakeholder Workshop

Activity Percentage Allocation by Group and Objective

Measures	Group 1	Group 2	Group 3	Group 4	Average
A. Reduce delays during commute hours	0%	15%	35%	20%	18%
B. Increase travel time reliability throughout the day	0%	15%	30%	15%	15%
C. Reduce crowding on bus and rail	5%	0%	5%	5%	4%
D. Increase connections between business/residential centers	20%	15%	15%	10%	15%
E. Reduce transportation costs	0%	0%	0%	10%	3%
F. Improve roadway safety to reduce vehicle crashes	10%	10%	0%	5%	6%
G. Increase access to rail stations for pedestrians, bikes, and buses	20%	15%	7.5%	5%	12%
H. Increase the number of travel options (e.g. bus, rail, rideshare)	20%	20%	7.5%	15%	16%
I. Reduce number of single-occupancy vehicles during commute hours	10%	5%	0%	15%	8%
J. Reduce impacts of transportation on the environment	10%	5%	0%	0%	4%
K. Future Technologies (proposed objective)	5%	0%	0%	0%	1%

Stakeholder Workshop

Average Group Allocation of Percentage Points



Focus Groups

- Form of market research, not selling anything
- Creating intimate, collaborative opportunity in lieu of poorly attended public workshops
- Conducting 4 focus groups of 8-12 participants each screened to ensure representation from all of Northern Virginia
- More in-depth discussion of issues raised in survey, stakeholder workshop, and at pop-in events
- Will be completed November

Online Survey Update

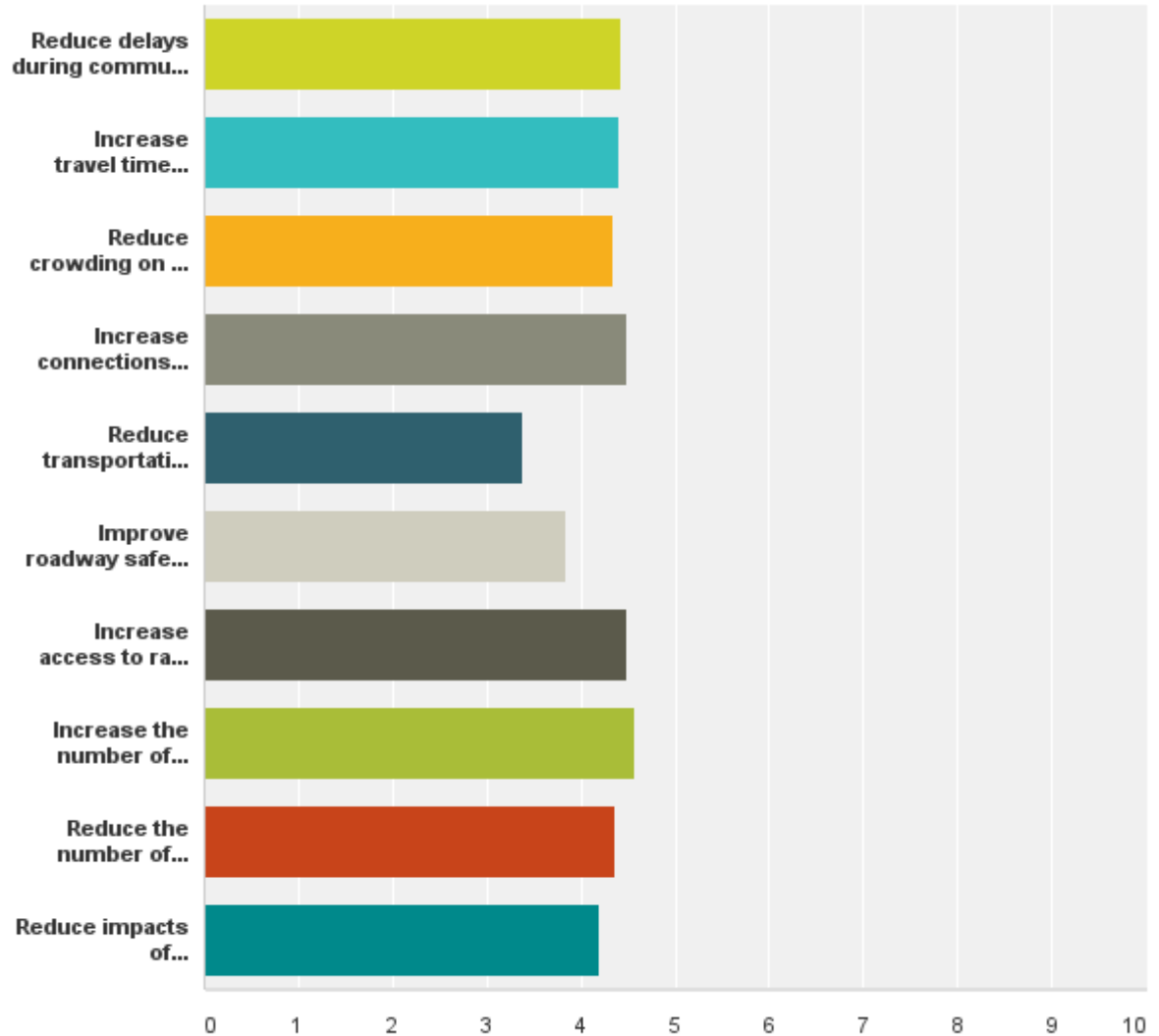
- Example Question

33. As we look to make transportation improvements in Northern Virginia, it's important for us to understand what is important and meaningful to you. Please rate the importance of the following actions that improve NoVa's transportation network and quality of life.

	Not at all important	Not very important	Somewhat important	Very important	No Opinion
Reduce delays during commute hours	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase travel time reliability throughout the day	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce crowding on bus and rail	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase connections between business / residential centers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce transportation costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Improve roadway safety to reduce vehicle crashes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase access to rail stations for pedestrians, bikes and buses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increase the number of travel options (e.g. bus, rail, rideshare)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce the number of single-occupancy vehicles during commute hours	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reduce impacts of transportation on the environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

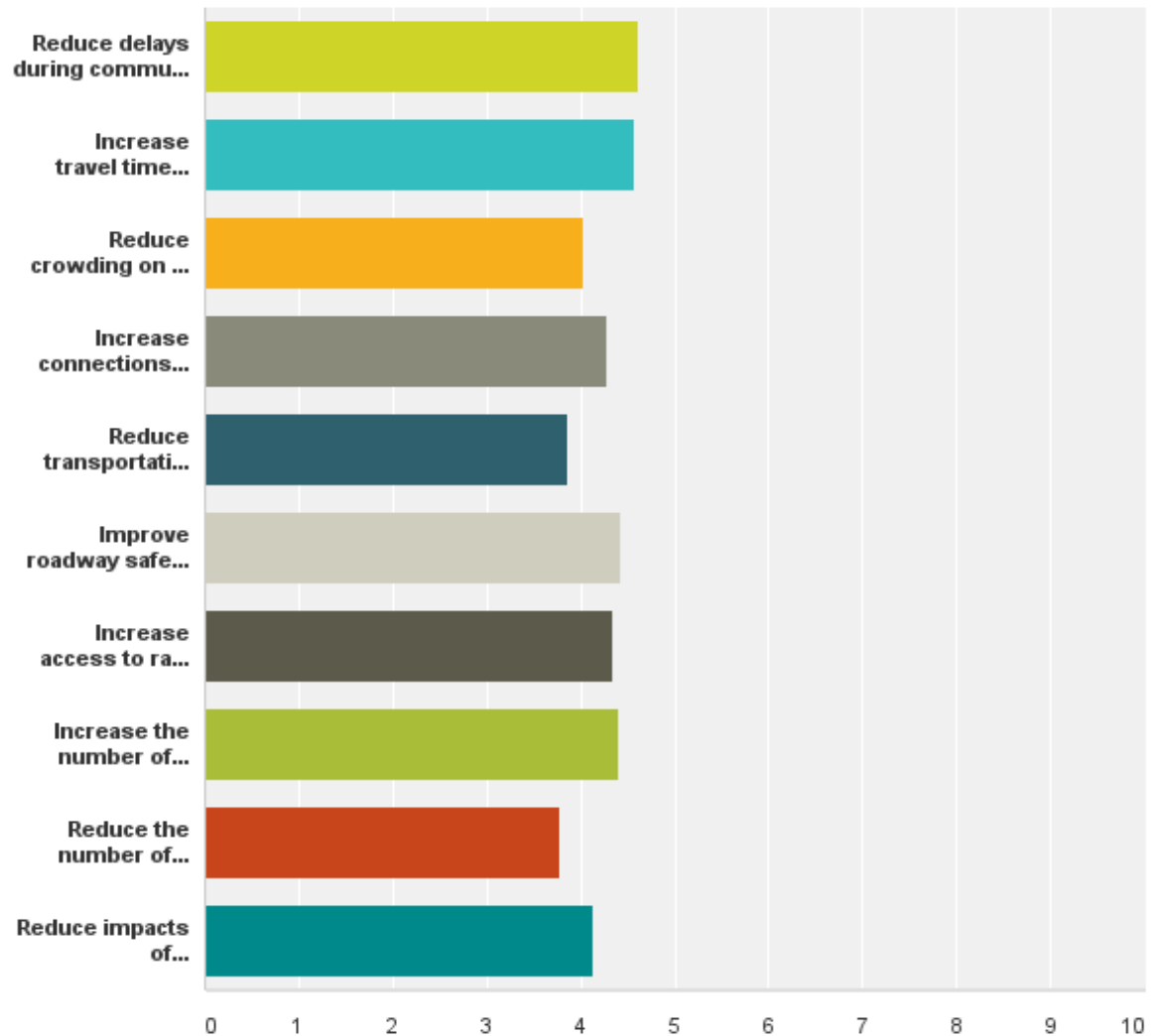
Online Survey Update

- Arlington



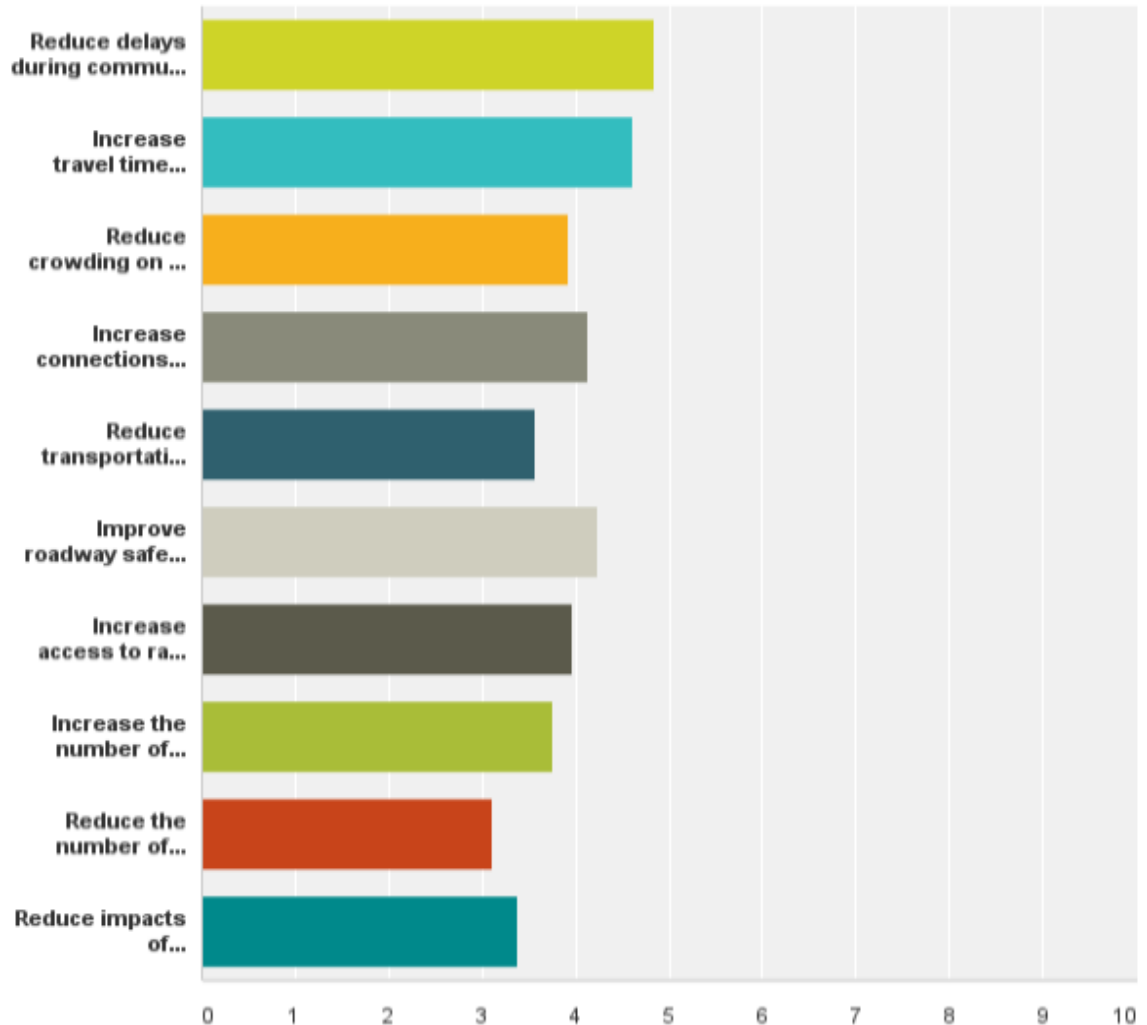
Online Survey Update

- Fairfax County



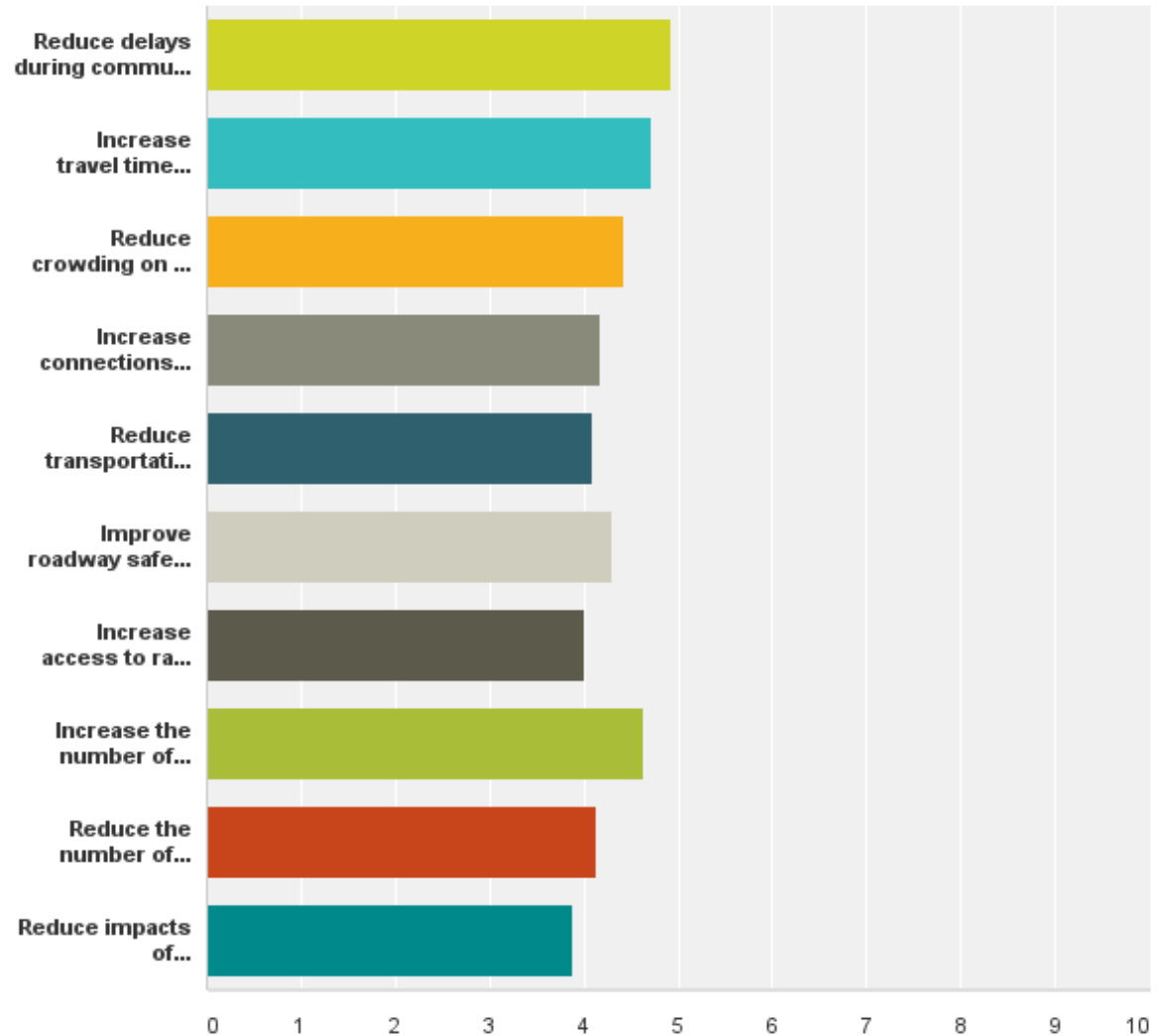
Online Survey Update

- Loudoun County



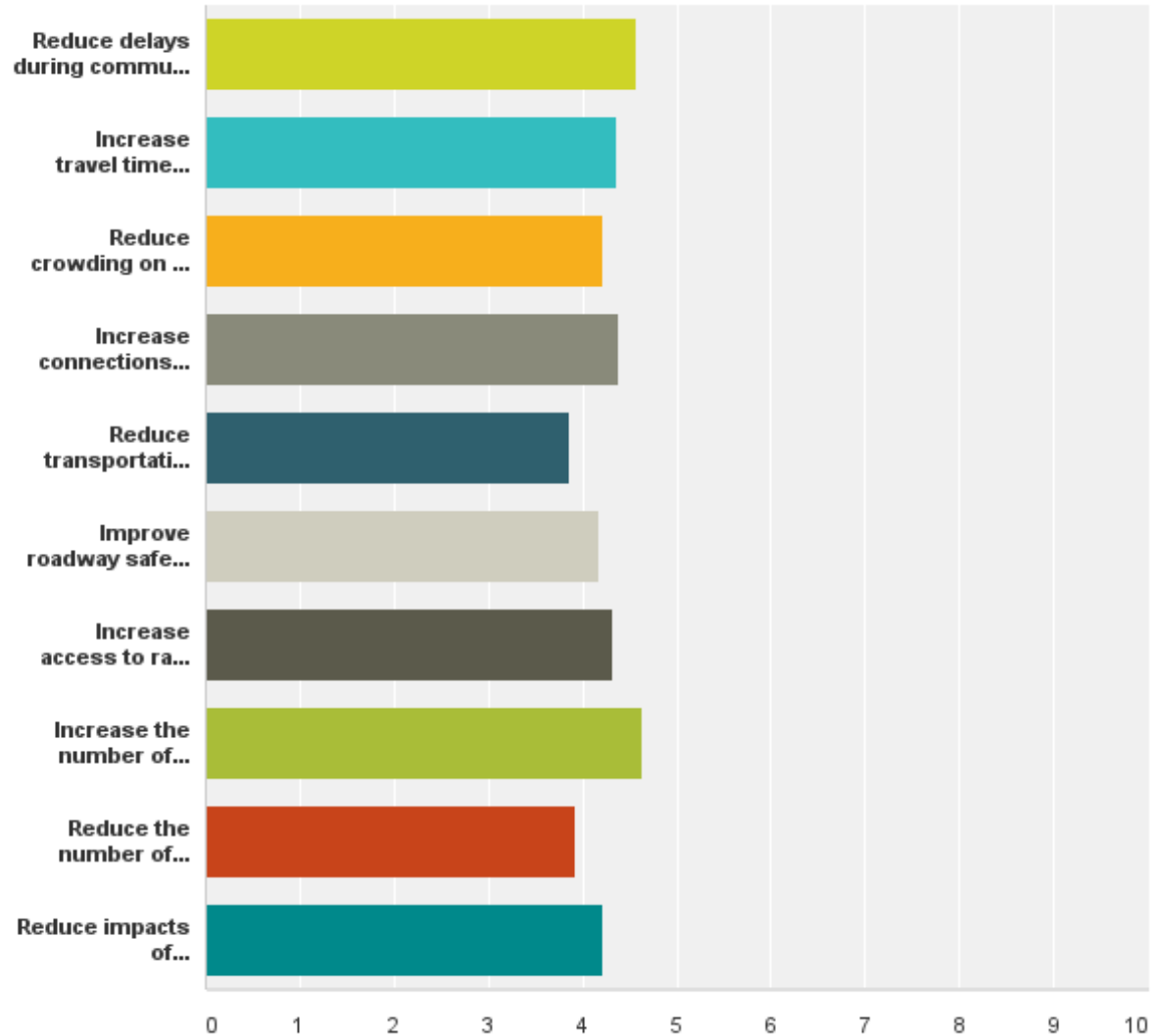
Online Survey Update

- Prince William County



Online Survey Update

- Alexandria





NVTA FY2014-16 Program Project Status

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
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)	Construction	Planning and design underway; construction of the interchange begins in Fiscal Year 2020; construction of the local road that connects to the interchange (Long Bridge Drive) began in early October 2016.	By end of Calendar year 2018 (Long Bridge Drive) and by end of Calendar year 2022 (interchange)	2022	0%
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 Feb 2017, with construction expected to be under way in mid-2017. Contract amendment for administration contract approved by the County Board in July 2016. Construction Management contract scheduled to go before County Board in November 2016.	Summer 2019	Spring 2019	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Arlington County	Columbia Pike Multimodal Street Improvements (East End) – Includes a modified street cross-section along the eastern portion of Arlington's 3.5 mile Columbia Pike corridor. Specific works includes 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	PE started by early 2014. Segment A (East End) has been split into two sections. First section is Orme to Oak (West) and the second is Oak to Joyce Street (East). Segment A West is scheduled 90% plan review submission Jan 2017. Segment A East is subject to negotiations with Arlington National Cemetery.	Western Half – Spring 2020; Eastern Half – projected Summer 2020	Western Half – Spring 2020; Eastern Half – projected Summer 2020	0%
Arlington County	Crystal City Multimodal Center – Provides four additional saw-tooth bus bays for commuter and local bus services, seating, dynamic information signage, lighting, additional bicycle parking, curbside management plan for parking, kiss and ride, and shuttles, and pedestrian safety improvements along 18th Street South between South Bell Street and South Eads Streets.	\$1,500,000 (FY2014)	Construction	Construction started July 6, 2015. The NVTA funded phase of this project is significantly completed as of June 2016. Final paving and striping will be completed in January 2017 at the same time as an adjacent County project. Lighting and signage also needs to be completed.	January 2017	January 2017	42.4%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Arlington County	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	Design work to run for two years from Spring 2017.	Start of construction in winter 2019	Spring 2019	0%
Arlington County	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	PE began in January 2016. Communication upgrade underway. Consultant ConOps (Concept of Operations) completed.	Start of construction in June 2017	Start of construction in June 2017	1.3%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
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	Pier erection and foundation work is currently underway for station entrances. The County has prepared 100% construction documents for the kiss and ride, bus bays, bike facilities and taxi waiting areas.	Spring 2019	Spring 2019	83.3%
	Innovation Metrorail Station (Continuation) - 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.	\$28,000,000 (FY2015-16)	Construction	Pier erection and foundation work is currently underway for station entrances. The County has prepared 100% construction documents for the kiss and ride, bus bays, bike facilities and taxi waiting areas.	Spring 2019	Spring 2019	0%
Fairfax County	West Ox Bus Garage - Expands capacity of the West Ox bus facility and allows for additional, increased Fairfax Connector bus service. Includes 9 maintenance bays and expansion of facilities for bus drivers and security.	\$20,000,000 (FY2015-16)	Construction	The concrete slab placement for the maintenance building is near complete. The steel erection is ongoing. Work at the administration building expansion, and demolition of the conference room for the new office space is ongoing. Work in the generator area has started.	July 2017	July 2017	4.5%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Fairfax County	VA Route 28 Widening – Prince William County Line to Route 29 - Widen from 4 to 6 lanes including intersection improvements and pedestrian/bicycle facilities.	\$5,000,000 (FY2015-16)	PE and Environmental Study	Design: Project PIM anticipated in February 2017. Survey: Received Preliminary Environmental Inventory (PEI) on 5/1/16. Solicited proposal for the Cultural Resources section of NEPA documentation. NTP issued on 10/20/16. Traffic: NTP issued mid-March 2016, counts completed in May 2016, modeling complete in November 2016. Utility Designation: NTP given to consultant in March 2016. Utility designation survey completed in May 2016. Geotech: Received Phase I Geotechnical Work plan on 9/14/16. Meeting held with VDOT on 10/26/16 to review work plan. Soliciting proposal for Phase II geotechnical work.	2020	February 2018	19.6%
Fairfax County	Fairfax County Parkway Improvements – A Study of short and long-term corridor improvements, Environmental Assessment (EA)/ Finding of No Significant Impact (FONSI), and/or Preliminary Engineering for five segments of the Parkway.	\$10,000,000 (FY2015-16)	Design, Environmental, PE	VDOT advertised the final RFP for a design consultant on 7/18/2016 and completed technical interviews in September. VDOT is expected to award the contract and start the project soon.	2022	2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Fairfax County	Rolling Road Widening – Widen Rolling Road from 2 to 4 lanes from Old Keene Mill Road (VA 644) to Franconia Springfield Pkwy (VA 289) and Fairfax County Parkway (VA 286). Project will add pedestrian and bicycle facilities.	\$5,000,000 (FY2015-16)	Design, PE, ROW	Design is 20% completed. Staff met with elected officials to discuss the typical section. Public Information Meeting (PIM) was held on June 22, 2016. Meetings with individual HOAs ongoing. Project Public Hearing anticipated in early 2017.	2018	Summer 2017	0%
Fairfax County	Frontier Drive Extension - Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and interchange improvements (braided ramps) to and from the Parkway. Provide on-street parking along Frontier Drive where feasible, as well as add pedestrian and bicycle facilities.	\$2,000,000 (FY2015-16)	Design, PE	VDOT is administering this project and the design contract has been finalized with NTP issued by VDOT to the consultant in March 2016. Coordination meetings have been held with WMATA and Fairfax County to discuss project related details and to finalize the typical section for the extension. IMR development is underway, with the delivery of the Draft IMR scheduled in November 2016 and Final IMR in February 2017. Preliminary Field Investigation Plans are anticipated to be developed by end of 2016. Public Hearing is anticipated to be held in fall of 2017 with design approval anticipated in early 2018.	2022-2023	Fall 2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Fairfax County UPC 106742	US 1 (Richmond Highway) Widening – Widen US 1 for 2.9 miles from Mt. Vernon Memorial Highway (south) to Napper Road. This project will provide a 6 lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. Project includes both pedestrian and bicycle facilities and provision for future transit.	\$1,000,000 (FY2015-16)	PE, Environmental	Project is administered by VDOT Environmental document development is under way and the first citizen information meeting for the environmental document and the project is anticipated soon.	2025	2018	50%
Fairfax County/ Virginia Department of Transportation UPC 82135	Route 7 Bridge over Dulles Toll Road - Widen Route 7 from 4 lanes to 6 lanes, from approximately 0.1 mile west of Tyco Road to approximately 0.6 mile west of Tyco Road. The project will add one extra lane and 14 foot wide shared-use path on each direction.	\$13,900,000 (FY2015-16)	Construction	Construction of new bridge in between two existing Route-7 bridges over DATR and utility relocations are ongoing. Existing piers are being widened to replace the full superstructure. Beam Erection begin at the median of the existing bridged. Final design for the roadway is underway; anticipating ROW acquisition soon. Lighting plans along the roadway under review by MWAA, Fairfax County and VDOT.	Spring 2018	Spring 2017	50%
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	On September 22, 2016, the Board of Supervisors authorized staff to finalize negotiations with Springfield East L.C. for a written contract in the amount of \$5,475,000 for development, construction and purchase of a turnkey Commuter Parking Lot on the property designated as Lot 1, Section 1 Village at Leesburg.	Acquisition of land anticipated by Summer 2017.	Summer 2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
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	This is a design build project being administered by VDOT. Contract was awarded to Dewberry Shirley and notice to proceed was issued in October 2015. A ground breaking ceremony was held on September 27, 2016 for this project. VDOT held a “Pardon Our Dust” meeting on October 27, 2016 to inform the public about the construction schedule	December 2018	December 2018	85%
Loudoun County	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	30% plans have been completed, and a public design hearing was held on 6/23/2015. 60% design plans were submitted on 6/29/2015. Currently coordinating utility relocation with utility companies; 90% design plans were submitted to B&D and VDOT on April 6, 2016. The project engineer is addressing 90% construction plan comments. All easement and dedication plats have been submitted to Loudoun County Building & Development for review; comments have been issued and are being address.	February 2018	February 2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Loudoun County	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	4 Gillig Transit Buses have been ordered and are expected to be delivered in December 2016.	Winter 2016	Winter 2016	0%
Loudoun County	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	Project is administered by VDOT as a Design Build contract. Dewberry prepared the final design; Shirley Contracting has begun construction at the intersection of Loudoun County Parkway and Route 606. One lane of Route 606/Loudoun County Pkwy intersection scheduled to open in September 2017, two lanes to open by December 2017; two lanes of Route 606 between the Greenway and Commerce Center Court will open in December 2017; the remainder of the road improvements completed August 2018. VDOT has prepared a Standard Project Administration Agreement to capture the Loudoun County Parkway related charges that are being constructed as part of the Route 606 widening project.	Fall 2018	Fall 2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
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. NEPA Report approved by VDOT/FHWA in October 2016.	Construction advertisement Winter 2017.	Design October 2017.	32.6%
	Route 1 Widening from Featherstone Road to Marys Way - Widening of Route 1 from a 4 lane undivided highway to a 6 lane divided highway. The total distance for the project will be 1.3 miles and will include the construction of a 10 foot wide multimodal trail and a five foot wide sidewalk along the sides of the route.	\$49,400,000 (FY2015-16)	Design ROW Acquisition Construction	Public Hearing Plans submitted to VDOT in June 2016. Construction to begin in January 2018. There are approximately 73 parcels impacted with 17 properties with possible major impacts, 10 parcels with total takes, and 7 probable total takes. Design public hearing to be held on November 16, 2016 at 6PM at Fred Lynn MS.	April 2021	April 2021	0%
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 the construction of a multi-use trail on the south side and a sidewalk on the north side.	\$28,000,000 (FY2014)	Engineering ROW Acquisition Construction	ROW appraisals and negotiations are complete. Utility relocation to be completed by fall 2016. All utilities, plans and estimates have been approved. Project to be bid together with Vint Hill Road Extension project and Route 28 Widening from Route 234 Bypass to Linton Hall Road project.	August 2019	August 2019	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Prince William County	Route 28 Widening from Route 234 Bypass to Linton Hall Road - Widen approximately 1.5 miles of Route 28 from a 4 lane undivided highway to a 6 lane divided highway, which will include a multi-use trail and sidewalk.	\$16,700,000 (FY2015-16)	Design ROW Acquisition Construction	Scoping documentation began in early 2016 and construction to start in spring 2018. Project to be bid together with Vint Hill Road Extension project and Route 28 Widening from Linton Hall Road to Fitzwater Drive project.	September 2020	September 2020	0%
City of Manassas/Prince William County	Route 28 (Manassas Bypass) Study – Godwin Drive Extended - This study will evaluate the scope, cost, environmental, traffic forecasts, alternative alignments and feasibility factors required to gain approval for Route 28 corridor congestion improvements between the City of Manassas and Fairfax County.	\$2,500,000 (FY2015-16)	Engineering Study	Consultant (JMT) has been procured. Staff meetings were conducted in September and October. Steering committee meeting will follow no later than January 2017. Traffic analysis and travel demand modeling are underway.	Location study (phase 1 of the overall study) to be completed early by 2017	Location study (phase 1 of the overall study) to be completed by early 2017	0%
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	The project is progressing. Final Environmental Impact Statement has been released. Records of Decision (ROD) expected in Fall 2016.	Expected to open by year-end 2020.	2017	44.8%
	Potomac Yard Metrorail Station (continuation) - Planning, design, and construction of a new Metrorail station and ancillary facilities at Potomac Yard along the existing Metrorail Blue and Yellow lines between the Ronald Reagan Washington National Airport Station and the Braddock Road Station.	\$1,500,000 (FY2015-16)	Planning, PE, Design	Conceptual design of the station began in Fall 2015. Design-build package being prepared for advertisement of the contract by WMATA in Fall 2016 (following signing of the RODs by FTA and NPS).	2020	2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
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	Preconstruction meeting was held on June 16, 2016. Notice to proceed was given to Russell Gage Corporation on June 16, 2016. Contractor has submitted a construction schedule and all submittals. All submittals have been reviewed and commented upon. Fabrication of the bus shelters is anticipated to begin. Contractor anticipates breaking ground at first shelter in November.	September 2018	September 2018	0%
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	A contractor was selected to perform the design work. A contract is expected to be awarded for the design in the early second quarter of FY2017. The project should be completed in the summer of 2018.	Summer 2018	Summer 2018	0%
City of Alexandria	Duke Street Transit Signal Priority - Includes design, install and implementation of a transit vehicle signal priority system (on board system on DASH and field equipment along the route) on Duke Street.	\$190,000 (FY2015-16)	Construction	A contractor was selected to perform the design work. A contract is expected to be awarded for the design in the early second quarter of FY2017. The project should be completed in the summer of 2018. City is working with DASH and NVTA to determine approximate cost of upgrading hardware and software on DASH buses.	Summer 2018	Summer 2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
City of Alexandria	West End Transitway (WET) - Will provide frequent, reliable transit service connecting major activities. The WET will connect to two metro stations (Van Dorn, Pentagon), major employment centers (Pentagon, Mark Center), and major transit nodes (Landmark Mall, Southern Towers, and Shirlington Transit Center).	\$2,400,000 (FY2015-16)	Design, Construction	FONSI is expected in late Winter 2016. RFP for project design (bridging documents) was advertised in September. 2016.	2021	2019	0%
City of Fairfax	Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place – Widen 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, Construction	NTP for construction was issued on September 19, 2016.	2018	2018	47.5%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
	Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place “Northfax” – Widens Route 123 (Chain Bridge Road) to 6 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.	\$10,000,000 (FY2015-16)	Construction	NTP for construction was issued on September 19, 2016.	2018	2018	0%
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 began in December 2015. Project is under construction.	April 2017	April 2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
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	Construction of five shelters complete. Easement acquisition is on-going with construction of four to six shelters in spring 2017.	Summer 2017	Summer 2017	76.1%
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	100% design completed. Finalizing utility undergrounding plans. Right of way negotiations for utility undergrounding underway.	Summer 2017	Summer 2017	16.5%
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	90% design completed. Final plans anticipated late November 2016. Right of Way completed.	Early 2017	Early 2017	65%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
City of Manassas	Route 28 Widening South to City Limits – Includes widening Route 28 from 4 lanes to 6 lanes from Godwin Drive in Manassas City to the southern city/Prince William County limits. This project also adds a dual left turn lane on north bound Route 28 to serve Godwin Drive. The project eliminates a merge/weave problem that occurs as travelers exit the 234 bypass and attempt to cross 2 lanes to access Godwin Drive. Signalization improvements are included.	\$3,294,000 (FY2015-16)	Engineering ROW Acquisition Construction	PE phase is ongoing. PE plans at 75%. Seeking Public Hearing approval from the State.	October 2019	October 2019	0%
Town of Dumfries UPC 90339	Widen Route 1 (Fraleigh Boulevard) Brady's Hill Road to Route 234 (Dumfries Road) - This project will complete the Northern segment of a Prince William County funded project (VDOT's Route 1 / Route 619) and will allow local traffic to travel to and from Quantico / Stafford to the Route 234 interchange and communities along the Route 1 corridor. This project will bring northbound and southbound Route 1 onto the same alignment by widening Route 1 NB from 2 lanes to 6 lanes, with a wide curb lane for on-road bicycle use and a sidewalk and multi-use trail for pedestrians and other modes. It includes replacing the bridge over Quantico Creek.	\$6,900,000 (FY2015-16)	Engineering	The full six lane design concept will be developed to 30% level by Spring 2017 and then VDOT and Town of Dumfries will decide on whether public outreach should be pursued based on the prospect of right of way acquisition funding becoming available and the likely timeline for that.	FY2025	FY2018	0.3%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Town of Herndon	Intersection Improvements (Herndon Parkway/Sterling Road) – Street capacity improvements for congestion relief. Project includes ROW acquisition and construction to build a sidewalk on the north side of Sterling Road between Herndon Parkway and the town limits.	\$500,000 (FY2014)	Final Engineering ROW Acquisition Construction	Right of way acquisition for new sidewalk connectivity and improvements. ROW acquisition is being completed to accommodate retaining/sound wall that allows for an ADA 5' sidewalk construction.	Highway capacity improvements completed November 2014. Sidewalk improvements expected in mid-2017.	Early 2017	40.1%
Town of Herndon	Intersection Improvements (Herndon Parkway/Van Buren Street) – Street capacity improvements for congestion relief. Project includes sidewalk/trail connectivity to Herndon Metrorail.	\$500,000 (FY2014)	Construction	Procurement approved and awarded in February 2015. Project is in design.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.	2018	0%
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. Engineering underway at 30%. Design ROW acquisition/street dedication is to begin in early 2017 to be ready for construction in 2019.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.	2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Town of Herndon	East Elden Street Improvement & Widening - Widen and reconstruct East Elden Street from 4 to 6 lanes with a raised landscaped median between Fairfax County Parkway and Herndon Parkway; continue as a 4-lane section with a raised landscaped median and dedicated turning lanes between Herndon Parkway and Van Buren Street; transition to a 2-lane section with left-turn lanes between Van Buren and Monroe Street. The project will be ADA accessible to include pedestrian/audio signalization, crosswalk enhancements and bus stop improvements at select major intersections as well as proposed bike lanes along the length of the project.	\$10,400,000 (FY2015-16)	ROW, Utilities	VDOT's Environmental review completed and Preliminary Field Inspection completed. 35% Design is completed. Utility duct-bank design advanced to 30% design. VDOT's Location and Design Public Hearing was held on October 27, 2016.	Project advertisement 2021	December 2018	0%
Town of Leesburg UPC 89890	Edwards Ferry Road and Route 15 Leesburg Bypass Grade Separated Interchange (Continuation) - The project consists of development of a new grade-separated interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass. The existing signalized at-grade intersection at this location is heavily congested.	\$1,000,000 (FY2015-16)	Design	Interchange Justification Report Traffic Framework document was approved on 7/14/16. Traffic modeling, NEPA document scoping review, and preliminary alternatives preparation are underway and expected to complete in 6 months. Next public meeting in fall 2016.	Design approval expected in Summer 2017.	Design approval expected in summer 2017.	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Town of Leesburg UPC 106573	Route 7 East Market Street and Battlefield Parkway Interchange - Improve safety and pedestrian/vehicle flow by building a grade-separated interchange which will allow Route 7 to become a limited-access freeway through the Town of Leesburg	\$13,000,000 (FY2015-16)	Design	Kickoff meeting held on 3/29/16. Traffic Modeling coordination meeting held on 4/8/16. Interchange Justification Report Traffic Framework document is being prepared. The design consultant is developing / considering different interchange configurations to evaluate once the travel demand forecasting model is ready. The consultant has provided an updated schedule.	2020	2018	15.4%
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	Commission approved the recommendations at the July 7, 2016 meeting. Final report is being reviewed.	Expected completion November 2016.	November 2016.	93.7%
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 166 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	Building Permit was approved by Prince William County on 2/5/2016. Building Permit has been extended through December 2016. Start of construction expected in Summer 2017.	Spring 2019	Spring 2019	0%
Virginia Department of Transportation	Route 28 Hot Spot Improvements (Loudoun Segment)/Area 1 – Loudoun segment of Route 28 improvements from Sterling Blvd. to the Dulles Toll Road.	\$12,400,000 (FY2014)	Construction Contract Admin.	ROW acquisition, storm water installation, clearing, and grubbing are complete. Completed shoulder between RT 606 and Innovation Ave. Installed light poles and foundations. Bio-retention pond and swale are completed.	Summer 2017	Summer 2017	67%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Virginia Department of Transportation	Route 28 Widening Dulles Toll Road to Route 50/Area 2 – Widen Route 28 from 3 to 4 lanes Southbound from Dulles Toll Road to Route 50.	\$20,000,000 (FY2014)	Construction Contract Admin.	ROW acquisition and clearing within existing ROW are complete. Construction of double box culvert extension south of Dulles Toll Road is complete. Placed aggregate subbase and asphalt between Airport ramp and Frying Pan Road. Roadway work going on.	Summer 2017	Summer 2017	26.7%
Virginia Department of Transportation	Route 28 Widening McLearen Road to Dulles Toll Road/Area 3 – Widen Route 28 from 3 to 4 lanes Northbound from McLearen Road to Dulles Toll Road.	\$11,100,000 (FY2014)	Construction Contract Admin.	Clearing within existing ROW is complete. Work in progress to widen the Horsepen Bridge. Roadway construction between Frying Pan Road and the Dulles Toll Road and installation of drainage items between McLearen and Frying Pan are underway.	Summer 2017	Summer 2017	31.4%
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	Project cost increase has required a search for new sources of funds for construction. Design on hold until construction funding identified. Once funding identified, new schedule will be developed.	Fall 2017	Fall 2017	0%
Virginia Railway Express	Gainesville to Haymarket Extension – Corridor study and preliminary engineering development of an 11-mile VRE extension from Manassas to Gainesville-Haymarket.	\$1,500,000 (FY2014)	Planning Project Development Conceptual Design	Final ridership and cost estimates are being refined. Alternatives Evaluation Report is under development.	Fall 2017	Fall 2017	22.8%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
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	Preliminary Scope and Schedule Discussion 8/2/2016. NTP issued 8/4/2016 effective 8/5/2016. 24 month anticipated Preliminary Engineering and NEPA Schedule. 12 month Final Design Schedule. Some concurrency possible. Construction is anticipated no earlier than spring 2018. Scheduling Field Work in conjunction with weekly coordination with DC2RVA efforts.	Summer 2019	Summer 2019	0%
Virginia Railway Express	Manassas Park Station Parking Expansion - Planning and engineering investigations to expand parking and pedestrian connections at the VRE Manassas Park station	\$500,000 (FY2015-16)	Planning & Engineering Studies	Contract was awarded at June 2016 VRE Board Meeting. NTP has been issued. Project kicked off in July 2016. Site evaluation workshop with VRE staff and City Council held on Oct 11, 2016. Public comments on the preferred site are being solicited online. A Town Hall meeting will be held on Nov 1, 2016.	Fall 2017	Fall 2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund withdrawn as of 10/30/16
Virginia Railway Express	Franconia-Springfield Platform Expansion - Design and construction to extend the existing north-side (Metro station side) platform by up to 550 feet to allow the north-side platform at the station to be usable by VRE trains on a regular basis. It also includes design and construction of modifications to the south-side platform at the station.	\$13,000,000 (FY2015-16)	Design Construction	Preliminary Scope and Schedule Discussion 8/2/2016. NTP issued 8/4/2016 effective 8/5/2016. 24 month anticipated Preliminary Engineering and NEPA Schedule. 12 month Final Design Schedule. Some concurrency possible. Construction is anticipated no earlier than spring 2018. Scheduling Field Work in conjunction with weekly coordination with DC2RVA efforts.	Summer 2019	Summer 2019	0%
Virginia Railway Express	Rippon Station Expansion and Second Platform - Includes NEPA, design and construction to modify the existing platform and add a second platform at the station to service trains up to 8 cars long. An elevator will also be constructed to get passengers to the new platform.	\$10,000,000 (FY2015-16)	NEPA Design Construction	Preliminary Scope and Schedule Discussion 8/2/2016. NTP issued 8/4/2016 effective 8/5/2016. 24 month anticipated Preliminary Engineering and NEPA Schedule. 12 month Final Design Schedule. Some concurrency possible. Construction is anticipated no earlier than spring 2019. Scheduling Field Work in conjunction with weekly coordination with DC2RVA efforts.	Summer 2019	Summer 2019	0%

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Virginia Railway Express	Slaters Lane Crossover - Includes the design and construction of a rail crossover and related signal equipment near Slaters Lane, north of the VRE Alexandria station. It will enable trains to move between all 3 tracks and makes the east side (Metro side) platform at the VRE Alexandria station usable from both sides.	\$7,000,000 (FY2015-16)	Design Construction	Final design by CSXT began in July 2016 and construction planned to begin in January 2017. All work to be done by CSXT forces.	Summer 2017	Summer 2017	0%
Virginia Railway Express	Crystal City Platform Extension Study - Includes planning and engineering investigations to evaluate the short- and long-term expansion potential of the VRE Crystal City station to alleviate existing crowding and accommodate future service expansion and bi-directional service.	\$400,000 (FY2015-16)	Planning Engineering Studies	VRE Operations Board authorized RFP for consultant services in February 2016. Task Order under development. Contract award estimated December 2016.	Fall 2017	Fall 2017	0%
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)	Construction Contract Admin.	Invitation for Bid (IFB) was released 10/20/2015, bids were received 12/9/2015. Procurement determined the bid package must be resolicited. Contract was re-advertised on 3/4/2016 and second round of bids were received 3/18/2016. Contract NTP issued on 10/21/2016.	Projected Contract Close- out March 2018	March 2018	1.8%