



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

Thursday, July 23, 2015
6:00pm
3040 Williams Drive, Suite 200
Fairfax, VA 22031

AGENDA

- I. Call to Order** Chairman Nohe
- II. Roll Call** Ms. Speer, Clerk
- III. Minutes of the June 25, 2015 Meeting**
Recommended action: Approval [with abstentions from those who were not present]

Consent Agenda

- IV. Project Agreement for Fairfax County–Regional Funding 059-90691 (West Ox Bus Garage)**
Recommended action: Approval of Project Agreement
- V. Project Agreement for Fairfax County–Regional Funding 107-20461 (VA Route 28 Widening – Prince William County Line to Route 29)**
Recommended action: Approval of Project Agreement
- VI. Project Agreement for Prince William County–Regional Funding 153-30481 (Route 28 Widening from Route 234 Bypass to Linton Hall Road)**
Recommended action: Approval of Project Agreement
- VII. Project Agreement for Prince William County–Regional Funding 153-80401 (Route 1 Widening from Featherstone Road to Marys Way)**
Recommended action: Approval of Project Agreement
- VIII. Project Agreement for Virginia Railway Express–Regional Funding 997-60681 (Manassas Park Station Parking Expansion)**
Recommended action: Approval of Project Agreement
- IX. Project Agreement for Virginia Railway Express–Regional Funding 997-80641 (Franconia-Springfield Platform Expansion)**
Recommended action: Approval of Project Agreement

- X. **Project Agreement for Virginia Railway Express–Regional Funding 997-80651 (Rippon Station Expansion and Second Platform)**
Recommended action: Approval of Project Agreement
- XI. **Project Agreement for Virginia Railway Express–Regional Funding 997-80701 (Slaters Lane Crossover)**
Recommended action: Approval of Project Agreement
- XII. **Project Agreement for Virginia Railway Express–Regional Funding 997-80711 (Crystal City Platform Extension Study)**
Recommended action: Approval of Project Agreement

Action

- XIII. **Project Agreement for Fairfax County–Regional Funding 059-90661 (Connector Bus Service Expansion)** Ms. Backmon, Executive Director
Recommended action: Approval of Project Agreement
- XIV. **Approval of TransAction Update Contract Award** Ms. Backmon, Executive Director
Recommended action: Approval of the Contract Award
- XV. **Appointment of Additional Members to the Bylaws Committee** Chairman Nohe
Recommended action: Approval of Additional Bylaws Committee Members
- XVI. **Approval of Executive Director’s Compensation Package** Mayor Parrish, Chair, Personnel Committee
Recommended action: Approval of Executive Director Compensation Package

Discussion/Information

- XVII. **Monthly Revenue Report** Mr. Longhi, CFO
- XVIII. **Operating Budget Report** Mr. Longhi, CFO
- XIX. **Executive Director’s Report** Ms. Backmon, Executive Director
- XX. **Chairman’s Comments**

Closed Session

- XXI. **Adjournment**

Correspondence Section

- 30% Funding Request for Determination from the City of Fairfax
- 30% Funding Request for Determination from the Town of Leesburg, July 8, 2015
- 30% Funding Request for Determination from the Town of Leesburg, July 14, 2015
- Silverline 1st Birthday Invitation

Next Meeting: September 24, 2015 – 6:00 pm
www.TheNovaAuthority.org



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

Thursday, June 25, 2015
6:00pm
3040 Williams Drive, Suite 200
Fairfax, VA 22031

AGENDA

- I. Call to Order** Chairman Nohe
- Chairman Nohe called the meeting to order at 6:16pm.
- II. Roll Call** Ms. Speer, Clerk
- Voting Members: Chairman Nohe; Mayor Euille; Chairman Bulova; Supervisor Letourneau; Mayor Parrish; Mayor Silverthorne; Council Member Rishell; Delegate Rust; Miss Bushue; Mr. Garczynski.
 - Non-Voting Members: Ms. Cuervo; Ms. Mitchell.
 - Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Keith Jasper (Program Coordinator); Sree Nampoothiri (Program Coordinator); Peggy Teal (Assistant Finance Officer); Camela Speer (Clerk); various jurisdictional staff.
- III. Minutes of the May 28, 2015 Meeting**
- Chairman Bulova moved approval of the May 28, 2015 minutes; seconded by Mayor Euille. Motion carried with eight (8) yeas and two (2) abstentions [with Mayor Parrish and Mr. Garczynski abstaining as they were not at the May 28 meeting].

Consent Agenda

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

- IX. Project Agreement for Arlington County–Regional Funding 013-90421 (Route 244 Columbia Pike Multimodal Street Improvements)**
- X. Project Agreement for Arlington County–Regional Funding 013-60621 (Ballston-MU Metrorail Station West Entrance)**
- XI. Approval of Debt Policy Update** Chairman York, Chair, Finance Committee
- XII. Approval of Financial Advisor Agreement**
Chairman York, Chair, Finance Committee
- XIII. Approval of Employee Disability Insurance**
Chairman York, Chair, Finance Committee
- XIV. Approval of CMAQ/RSTP Reallocation Request from City of Alexandria**
Ms. Dominguez, Chair, JACC
- Chairman Bulova moved approval of the consent agenda to include the specific motions in items V – XI & XIII – XIV, and made a substitute motion for item XII moving approval of the proposed three year agreement with Public Financial Management, Incorporated for financial advisor services as a rider to Prince William County’s May 18, 2007 contract, as modified, and authorize the Chief Financial Officer to sign the agreement on behalf of NVTA in a form approved by legal counsel; seconded by Mayor Parrish. Motion carried unanimously.

Presentation

- IV. Transform I-66**
The Honorable Aubrey L. Layne, Jr., Secretary of Transportation
- Secretary Layne addressed the Authority on the State’s plans for the I-66 outside the Beltway and updated the Authority on the I-66 inside the Beltway Study. Secretary Layne noted several key points in his presentation to the Authority regarding I-66 outside the Beltway stating that the State would like to partner with the Authority in funding this project. As part of his presentation,
 - Mayor Euille inquired as to what data VDOT has that individuals would change their mode of transportation by the conversion of HOV-2 to HOV-3 or independent HOT lanes. Secretary Layne responded that they are working to improve the traffic modeling and this is a question they are continuing to look at. He pointed out that in both the I-66 Inside the Beltway and Outside the Beltway projects, multimodal solutions are included, noting that these projects must include a very robust transit component. He added that one of the

reasons the State wants the toll revenues to stay in the corridor is that there will be unintended consequences and there should be revenues available to address those consequences.

- Mayor Euille asked how this will be relative to transit uses and impact. Secretary Layne responded that the State is looking at how to get better capacity movement of goods, services and people. He added that the State does not have the answer, but that part of the solution is to have robust transit options.
- Supervisor Letourneau stated that many residents of Loudoun County have hybrids with the clean special fuel license plates and have built their lives around this ability. He asked if the Commonwealth has considered grandfathering existing special fuel plates, acknowledging an understanding of not allowing new access or new users. Secretary Layne responded that they have considered this, but have not changed their minds yet. He explained that those cars still use the highways and while the State has not made a decision yet, regardless of the type of vehicle, the road usage is the same. He added that the State rebated the hybrid vehicle tax. Supervisor Letourneau noted that the reason the original transportation bill had the hybrid vehicle tax in it was to compensate for lost revenue. Secretary Layne confirmed this and added that the tax has been removed, so whether through an abatement of the toll or through some other way of incentivizing, the State is looking into this.
- Supervisor Letourneau expressed concern that these vehicles will use other roads that do not have the capacity. He stated that the owners of hybrid cars bought the hybrids to get access to the HOV roads to get to work. Now, if they have to pay, they will go off onto other roads, unless there are other options available. Secretary Layne responded that this depends on the traffic modeling. He noted that there are currently toll violators inside the Beltway and if the lanes are changed to HOT, those violators will be paying unless they are HOV. Some models show that due to the capacity, vehicles will come off the other roads and onto I-66. Secretary Layne added that there may be a long term impact and that this is an issue for both I-66 inside and outside the Beltway.
- Supervisor Letourneau clarified that the Commonwealth wants the toll revenues to stay in the corridor and that they will go to the Northern Virginia Transportation Commission (NVTC) (for the I-66 Inside the Beltway project) for programming purposes, not the NVTA. Secretary Layne responded that NVTC was selected because the localities that are impacted are members inside the Beltway of NVTC. Supervisor Letourneau noted that the Loudoun user has to pay tolls on the Greenway, the Dulles Toll Road and now on I-66. Secretary Layne responded that it is the State's intention to keep the revenues in Northern Virginia, noting that how the corridor is defined and where the funds go are yet to be determined. Supervisor Letourneau concluded that Loudoun residents will pay more tolls than any other constituents and that this is an astronomical burden. Secretary Layne responded that the other side is that this is putting more people through the roadway. He added that the parochialism is always going to exist, but that we need to determine what we

are trying to accomplish. He concluded that how the funds are distributed is really a regional issue, but they need to stay here to address any unintended consequences and for the benefit of the corridor.

- Delegate Rust commented that some roadways have a condition built in that when the capacity drops to a certain level, clean fuel vehicles no longer get to use them. He asked if this would be the same on I-66. Secretary Layne suggested the State needs to consider this and that this is the first time he has heard of this. He stated that the State is open to suggestions, this is a work-in-progress and they are trying to figure out what makes sense as they look at the total benefits of this corridor.
- Secretary Layne concluded his presentation with these highlights:
 - ✓ Toll revenues after expenses or net toll revenues collected in the corridor should stay in the corridor under a publically financed option.
 - ✓ A robust transit component must be a part of the solution.
 - ✓ Need to be significant revenues from tolling. The State projects at present value \$350 million [in net toll revenue] over the term (40 years) of the project, coming back into the corridor.
 - ✓ State has not made a decision on procurement type.
 - ✓ If this is a public procurement it will require up to \$600 million in upfront investment. A private concession would require substantially more upfront investment.
 - ✓ Asked the Authority to consider investing in this project with the State with two criteria:
 - No risk put on the NVTa. The revenue risk, if done publicly, would remain with the Commonwealth of Virginia.
 - Excess toll revenues believed to be available over this term would come to the NVTa to be used in the corridor as the NVTa determines.
 - ✓ This project will need to be submitted for HB 2 for scoring and would need to go through the NVTa process, HB 599, to be eligible for NVTa regional revenues.
 - ✓ Anticipate next spring/summer there would need to be an agreement to fund, if the NVTa is willing to participate in this with the Commonwealth.
 - ✓ Much more work to do in developing the project including public outreach and procurement.
- Mr. Garczynski suggested it would be appropriate for the Secretary to explain what the Commonwealth is going through with the procurement process and timeline. Secretary Layne reviewed the procurement process. He noted that HB 1886 refined the P3 procurement, requiring that prior to entering into a contract, the Secretary of Transportation must recertify that this is in the best interest of the public. There is also a finding of public interest that has to be affirmed by the new advisory committee, made up of two members of the legislature, two members of the Commonwealth Transportation Board (CTB), one member from the VDOT, one member from Secretary Brown's finance office and one member from the Secretary of Transportation's office. If it is determined that it is in the best interest to do a P3 procurement, the advisory

committee will be called into session and will complete a process to affirm that they believe it is in the best interest of the public to enter a P3 procurement.

- Chairman Bulova asked for clarification on P3. Secretary Layne responded that this would be a Public-Private Partnership, not a public procurement. He added that if this is done as a public procurement, the Executive Branch will work through the agencies of the Department of Rail and Public Transportation (DRPT) and VDOT. It is the Executive Branch that will recommend the procurement. Under any scenario, construction risk will be passed on to a third party, meaning the private sector will build the roads. Operational and maintenance risk will also be passed on to a third party. The discussion is about whether the financial risk of the traffic revenue or the financing is passed on to a third party, and if this is in the taxpayers' best interest.
- Secretary Layne stated that the State has developed a term sheet based on comparing various public financed options to a typical P3 transaction, acknowledging that the term sheet may change upon further review. He added that the State is continuing to explore the public financed options as the project is developed and in the interim, have developed a term sheet. Currently five teams have reviewed the term sheet and are interested in further discussions with the State. If these five teams state that they can deliver this project as developed by the State, the Secretary will make a recommendation that it is believed to be in the best interest of the public to explore a P3 procurement and the Advisory Committee will be called in and asked for qualifications for the process. It is expected that the procurement recommendation will be made by the end of the year. Secretary Layne added that there is no preconceived notion or decision to go one way or the other. He stated the State will not negotiate on the project that needs to be delivered, adding that several recent P3 projects did not end up being delivered as originally planned. He stated that this is not a viable project without a robust multimodal solution.
- Mayor Euille commented that he likes the process. He asked if the project will move forward if the NVTa is not an investment partner. Secretary Layne responded that believes it would happen, but that there might not be the available money upfront. He added that it would take all the State's transportation money for the next six or seven years to fund this. The CTB, under the new guidelines, must be briefed on the terms of a deal before they vote to allocate money. It would be difficult to convince the CTB to allocate all the statewide monies to one project in the next six or seven years. Mr. Garczynski added, especially if it is in Northern Virginia.
- Mayor Euille asked who would operate the rapid transit bus service and how VDOT will pay for it. Secretary Layne responded that the preliminary term sheet states that the concessionaire is not asked to provide this service, although they may be interested in doing so. He noted that this is open for discussion, but certain standards would have to be met. Ms. Mitchell added that the current discussion assumes that revenues generated from the toll revenue stream would provide a monetary contribution to provide to existing public operators, like the Fairfax County Connector, the Potomac and Rappahannock Transportation Commission (PRTC), the Virginia Railway

Express (VRE) or some combination, the funds to operate the service. She also noted that in discussion with private providers, while the State has indicated an openness to new and innovative ideas, it is currently assumed this will be enhanced services provided by public operators.

- Delegate Rust expressed his appreciation to Secretary Layne and suggested he is doing the right thing. He noted that the Secretary mentioned sharing the risk and added that is one of the biggest things the Authority needs to consider. He stated that if traffic projections are off even a little, it could be a huge risk to whomever is responsible (carrying the risk). Secretary Layne stated that the Commonwealth fully realizes that if this is publically financed the Commonwealth will take all the risk. He noted that there is value to transferring the risk. Secretary Layne stated that the three main risks are construction, operations management and finance. He is comfortable that the construction and operations management risks will be passed on, regardless of the procurement. He added that he is aware that there is a financial risk and that this evaluation was necessary to know what the value of this project is in negotiations. Secretary Layne noted that this is a \$2 billion project. He added that he would be happy to share the risk, but only if it is arranged in such a way as to make sense for the taxpayer. He noted that there are also some policy decisions that must be considered. It is a stated policy of the Commonwealth that it would like to increase HOV usage. He added that allowing clean fuel vehicles an exception to the tolls reduces revenues and if the State is taking the risk, he wants to protect the revenue stream. He concluded that he would not ask the NVTa to assume any risks.
- Chairman Bulova suggested that Chairman Nohe will recommend that jurisdictional staff review some of the scenarios for this complicated set of projects. She noted that the State is currently analyzing whether P3 procurement is right, whether the project should be publicly or privately financed and making a business case for which one is better for the taxpayers. Secretary Layne responded that this is assuming the State delivers the project it wants. Chairman Bulova added that the bottom line is that the project that is desired has a major transit component. She asked if the private sector wants to fund, build and operate the project and assume the risk, would they also have to assure the same level of transit. She suggested there is uncertainty as to whether this can happen, or if a partner can be found to do this. Chairman Bulova also stated that the other option is for the project to be publically financed and the State would need upfront money to proceed under this option. She clarified that the Secretary is looking for ways to find funding and is interested in discussing with the NVTa whether we can be that partner. She noted the benefit would be the revenues that would be achieved through the tolling. Secretary Layne clarified that this would be excess revenue after the transit is paid for. Chairman Bulova continued that the Authority will need to do some financial calculations as to how this would work for us. She added that the concern is using NVTa money for a project that is unanticipated when there are so many other projects in line. She noted that the private sector would have a concern about what else is built in the corridor, whereas if it is

public sector, there would be more flexibility as to what else can be done to alleviate traffic within the corridor. Secretary Layne responded that the reason for a robust transit component is to reduce traffic on the roads. He added that this is typically why P3 agreements limit excess HOV access or other competing facilities, and rightly so as they are taking the risk and need to protect their revenue stream. He noted that the term sheet states that the only competing facility the State will agree not to do is to not build out Metro for ten years and that the chances of this being built out in ten years is unlikely. He stated that the State will not agree to change any other competing facilities. He added that the State does not have unlimited resources, but due to recent legislation, they do have some resources to add and organizations with whom to partner.

- Supervisor Letourneau asked where the multimodal users are coming from and suggested that outside the beltway traffic is being dispersed to various places, therefore how can you effectively use transit to get people to this huge variety of destinations? He asked what sort of data there is and how effective these multimodal solutions will be. Ms. Mitchell responded that a technical consulting team has been using the regional travel demand model to look at travel patterns, origins and destinations as the basis for planning the transit services that will carry the most people and where the demand exists. She added that some of the proposed services include point-to-point commuter bus services and services that connect with the Metro system. She noted that this corridor is serving people going to a lot of different places, but that there is a strong demand for multimodal services and when paired with a managed lanes concept provides the additional capacity for different users looking for different ways to get to different places.
- Supervisor Letourneau asked if the NVTa does fund this, would it be all jurisdictions or certain jurisdictions that benefit the most, concluding this was likely an Authority question. He also asked if State funds would include Federal funds. Secretary Layne responded it does encompass State and Federal funds.
- Chairman Bulova clarified that if this is a publically financed project, the State is looking at a combination of funding sources. Secretary Layne confirmed there would be a combination of funding. She further clarified the State is not asking the NVTa to fund the project in its entirety. Secretary Layne responded that this would be partnering with the State in combination with other funding sources.
- Chairman Bulova asked if funding from HB 2313 could be part of this. Secretary Layne responded it could.
- Chairman Bulova noted that due to the size of this project, the NVTa concern would be about funding I-66 at the expense of other projects. She added that the NVTa receipt and utilization of the revenue piece could help to counter that expense. Secretary Layne responded that that would be the intent.
- Delegate Rust noted that revenues that come to the NVTa would only be the excess revenues after everything was paid for and this could be a long time. Secretary Layne responded that this may not be the case, that the revenue

models show excess revenues between \$5-8 million a year and could start pretty soon after the opening of the road.

- Chairman Bulova noted that the revenues could be used to service debt for a bond and then it would not have so much of an impact on the overall revenue.
- Miss Bushue questioned if it would just be the road widening that would be done through a P3. Secretary Layne responded it would be the whole project. Miss Bushue asked how the transit piece fits into the business model for the concession. Secretary Layne responded that the business model is that transit is taking revenues away from either requiring upfront funding from the public or less profits for them.
- Miss Bushue asked for clarification that the transit piece will be part of the P3 plan. Secretary Layne replied that the term sheet includes transit and it will be financed as part of the P3 deal, otherwise the CTB will have to pay for it all.
- Miss Bushue asked if the concessionaire is going to take over the transit, will it be an availability payment. Secretary Layne responded that the tolling of the roadway can support the transit and the excess revenues in a publically financed option.
- Miss Bushue asked for clarification that the State is getting interest from private capital. Secretary Layne responded that so far five teams have requested to meet. He reiterated that a multimodal solution is necessary for I-66 to be successful and that therefore this may not be a sole source solution.
- Miss Bushue clarified that the plan will definitely have a transit piece and it may or may not be a P3 solution. Secretary Layne responded that that is correct. Ms. Mitchell added that the key is that the revenue stream will fund transit capital costs, 100% of the long term overhead costs, as well as the majority of long term capital replacement costs. She noted that regardless of how it is operated, the revenue stream from toll revenues is assumed to pay for the transit. Secretary Layne noted that the State does not have enough money to pay all the transit if they just build HOT lanes. Therefore, the transit cannot be delivered if it is not covered substantially in the deal.
- Chairman Nohe thanked the Secretary for his presentation.
- Secretary Layne stated that he will make himself available to address the Authority again, or to work with staffs to explore this more.
- Chairman Nohe summarized.
 - ✓ State wants to build this road and it will include a significant transit component.
 - ✓ Want all the revenues to stay in this region.
 - ✓ Whether a design/build or a P3, the State is going to request that the NVTa be a partner of some type and the magnitude is yet to be defined.
 - ✓ Don't know the method of procurement, the design or the cost. Secretary Layne responded that they have a ballpark, but do not know exactly.
- Chairman Nohe stated the Authority formed a committee to facilitate the discussions between members and appropriate NVTa and State staff.
- Chairman Nohe directed Ms. Backmon to look at several issues.
 - ✓ What is the impact of whatever money the State asks for on other priority projects? He noted some of these projects are complimentary to I-66.

- ✓ If this involves debt financing, how does this impact our relationship with bond agents?
- ✓ Need to understand what our risk is. If the benefit to the Authority is the backend revenue and this revenue stream is fluctuating it will have a cash flow impact for the NVTa.
- ✓ Need to understand what the impact is on existing projects and existing transit systems.
- ✓ How does this tie in with the TransAction update when we will not have the update completed until after the FY2017 funding round? He noted this project has not been through HB 2 or HB 599, and currently there are only pieces of the project that we can fund. How do we focus our investment on the pieces that are in TransAction? He added that the pieces in TransAction are some pretty significant pieces of the project. He suggested this discussion needs to happen at the JACC so that jurisdictional staff can report to the Authority, the County Boards and the City Councils.
- Secretary Layne designated Deputy Secretary Donohue as the working contact for the NVTa. He pointed out that the State did not want to come to the Authority at the last minute, wanted to allow time to work through this process. He added that the State is willing to share their models to help the Authority make these decisions.

Discussion/Information

XV. Finance Committee Report Chairman York, Chair, Finance Committee

- Chairman Bulova gave a brief update on the Finance Committee, highlighting:
 - ✓ Recommended the Financial Advisor Agreement to the Authority for approval.
 - ✓ Recommended the Debt Policy Update, mainly to update to current situations, to the Authority for approval.
 - ✓ Recommended Employee Disability Insurance to the Authority for approval.
 - ✓ Operating budget is consistent with expectations.

XVI. Monthly Revenue Report Mr. Longhi, CFO

- Mr. Longhi updated the Authority on the status of the FY2015 revenues. He noted there is a small positive trend in our revenues to our estimate, so in good shape through the rest of the year.

XVII. Operating Budget Report Mr. Longhi, CFO

- No verbal report.

ADDED ITEM: Personnel Committee Report

Mayor Parrish, Chair, Personnel Committee

- Mayor Parrish reported that the Committee had met in closed session and had a long and good discuss Ms. Backmon. He stated that if Ms. Backmon succeeds here at the NVTa, we all succeed and added when she succeeds, we all succeed. He requested that Ms. Backmon review the materials she was requested to prepare for the Personnel Committee meeting.
- Ms. Backmon reviewed the highlights of the Authority's accomplishments in a little under two years.
 - ✓ Adopted an FY2014 Program.
 - ✓ Adopted an FY2015-16 Program.
 - ✓ Total amount programmed for 68 projects is \$535 million.
 - ✓ Total amount programmed for FY2014-16 plus 30% revenues is \$705 million.
 - ✓ 2014 Inaugural Annual Report was published.
 - ✓ Groundbreaking for Route 28. Members and public were pleased and there was positive feedback.
 - ✓ Working collaboratively with the State regarding the HB 599 process and working with DRPT regarding the test transit projects in preparation for the Call for Projects in September for FY2017.
 - ✓ Established an Advisory Panel to guide discussions regarding transportation contingencies and reserves.
 - ✓ Implemented podcasts of the Authority meetings on the website to hear meetings verbatim.
 - ✓ Established policy for projects that have not advanced to getting approved Standard Project Agreements. This will be revisited when the full six year program is implemented.
- Ms. Backmon reviewed the goals identified for fiscal year and calendar year 2016.
 - ✓ Five year strategic plan to address the question "What does the Authority want to be when it grows up?" She noted the Authority has a lot of power under its enabling legislation and we want to start framing that discussion and laying the groundwork for what we want to be.
 - ✓ July 14 is the groundbreaking for the PRTC Western Maintenance and Bus Storage Facility.
 - ✓ FY2017 Program.
 - ✓ Approve TransAction Update contract award at July meeting. This is the first long range plan done since the passage of HB 2313.
- Ms. Backmon thanked the Authority for the collaboration with NVTa staff, members and jurisdictional and agency staff.
- Mayor Parrish highly recommended, based on the work of the Personnel Committee, the continued employment of Ms. Backmon.
- Mayor Parrish acknowledged the NVTa staff for its hard work. He noted that each staff member wears a lot of hats and that the work done so far by the NVTa has been outstanding.

- Mayor Parrish requested the ability to review a pay recommendation for Ms. Backmon and present it to the Authority at its July meeting.
- Chairman Bulova added that the Committee discussed the great work Ms. Backmon has done. She noted that everyone is impressed with how Ms. Backmon stepped into this brand-new job and has done an outstanding job. Chairman Bulova added that Ms. Backmon has a great staff that she has prepared and groomed and that she is a presence in the region. She added that if anyone had any hesitation in the beginning hiring process, Ms. Backmon has hit the ball out of the stadium and has done an outstanding job.

XVIII. Executive Director's Report

Ms. Backmon, Executive Director

- Ms. Backmon noted that the CTB approved the weighting for the HB 2 process. The ratings are:
 - ✓ Congestion Mitigation – 45%
 - ✓ Land Use – 20%
 - ✓ Accessibility – 15%
 - ✓ Environmental Quality – 10%
 - ✓ Safety – 5%
 - ✓ Economic Development – 5%
- Ms. Backmon introduced Mr. Nampoothiri as the Authority's new Program Coordinator. She noted that he had worked for an MPO in the New York area.
- Chairman Nohe commented on the HB 2 measurements. He noted that the HB 2 congestion measurement is 45% as opposed to the Authority measurement of 30%. He suggested that as we look at the FY2017 project selection, the Authority needs to look at the selection criteria to make sure these processes nestle together nicely. Ms. Backmon responded that there will be a Project Implementation Working Group (PIWG) meeting in July to discuss the selection criteria for approval by the Authority prior to the Call-for-Projects for FY2017.

XIX. Chairman's Comments

- Mr. Garczynski stated that next month at the CTB there will be a report on origins and destinations of river crossings. He suggested it will be a lot of data and it is uncertain where it will lead. He indicated he would ensure the Authority members get a copy of the report that has been two years in the making.

XX. Adjournment

- Meeting adjourned at 7:29pm.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 059-90691 (West Ox Bus Garage)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-90691.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 059-90691 (West Ox Bus Garage), in accordance with the NVTAs approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Fairfax 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 059-90691

Coordination: Council of Counsels

IV. ATTACHMENT

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, June 23, 2015, at which meeting a quorum was present and voting, the following resolution was adopted:

AGREEMENT EXECUTION RESOLUTION

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Standard Project Agreement (SPA) with NVTa for funding of the West Ox Garage Phase II, substantially in the form of the NVTa SPA presented to the Board by staff on June 23, 2015.

Adopted this 23rd day of June 2015, Fairfax, Virginia

Attest: 
Catherine A. Chianese
Clerk to the Board of Supervisors

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

NVTA Project Number: ~~West Ox Bus Garage Phase II 9M~~ 059-90691

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this ____ day of _____, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and _____ Fairfax 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, Fairfax County formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Fairfax County shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the 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 Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTA funds, Fairfax 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 Fairfax County from providing its own funds to

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

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

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

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

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

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Fairfax County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that 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 Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

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

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

7. Make guidelines available to Fairfax County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of 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. Fairfax 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 Fairfax 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, Fairfax 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 Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTAs all funds NVTAs provided to Fairfax County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Fairfax 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, Fairfax County may

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

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

D. Dispute

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

E. NVTa's Financial Interest in Project Assets

_____ Fairfax County _____ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

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

F. Appropriations Requirements

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

G. Notices

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

- 1) to: NVTa, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to Fairfax County, to the attention of Tom Biesiadny
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

By: _____

Date: _____

Fairfax County (Name of Recipient Entity)

By:  _____

Date: 7/6/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: West Ox Garage Phase II 9M

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Kris Miller

NVTA Program Coordinator Contact information:

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

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: West Ox Garage Phase II 9M
 Recipient Entity: Fairfax County
 Project Contact Information: Kris Miller

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -					
Engineering	\$ -					
Environmental Work	\$ -					
Right-of-Way Acquisition	\$ -					
Construction	\$ 19,000,000	\$ 19,000,000				
Contract Administration	\$ 500,000	\$ 500,000				
Testing Services	\$ 25,000	\$ 25,000				
Inspection Services	\$ 150,000	\$ 150,000				
Capital Asset Acquisitions	\$ -					
Other	\$ 325,000	\$ 325,000				
Total Estimated Cost	\$ 20,000,000	\$ 20,000,000	\$ -		\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction			\$ 11,000,000		\$ 8,000,000					
Contract Administration			\$ 375,000		\$ 125,000					
Testing Services			\$ 20,000		\$ 5,000					
Inspection Services			\$ 100,000		\$ 50,000					
Capital Asset Acquisitions										
Other			\$ 50,000		\$ 275,000					
Total Estimated Cost	\$ -	\$ -	\$ 11,545,000	\$ -	\$ 8,455,000	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September			\$ 2,886,250		\$ 2,113,750					
October										
November										
December			\$ 2,886,250		\$ 2,113,750					
January										
February										
March			\$ 2,886,250		\$ 2,113,750					
April										
May										
June			\$ 2,886,250		\$ 2,113,750					
Total per Fiscal Year	\$ -	\$ -	\$ 11,545,000	\$ -	\$ 8,455,000	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

Signature

Director of Transportation

Title

7/14/15

Date

Tom Biesiadny

Print name of person signing

Northern Virginia Transportation Authority

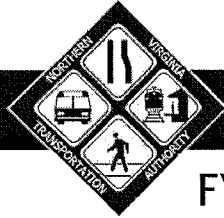
Signature

NVTA Executive Director

Title

Date

Print name of person signing



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (9M)

Basic Project Information

Submitting Agency: Fairfax County

Project Title: West Ox Bus Garage Phase II 9M

Project Type (*check one*):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVTa Corridor Number (1-8): Multiple Corridors

1. **Project Description:** This project expands capacity of the West Ox bus facility and allows for additional, increased Fairfax Connector bus service. This funding would allow the project to proceed with construction of nine (9) maintenance bays, and expansion of facilities for bus drivers and security.
2. **Requested NVTa Funds:** \$20,000,000
3. **Phase(s) of Project Covered by Requested NVTa Funds:** Construction
4. **Total Cost to Complete Project:** \$20,000,000
5. **Project Milestone -Study Phase:** Start of Study - November 2012
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - December 2013
7. **Project Milestones -Final Design:** Start of Final Design - June 2015
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - No land acquisition necessary
9. **Project Milestone – Construction:** Start of Construction - August 2015
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - FY 2016
11. **Is Project in Transaction 2040:**
 Yes (X), Supports Connector Bus Service Expansion, which is in TransAction 2040 No ()
12. **Project in 2010 CLRP:** No



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

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

- Local (X) See note below
- State ()
- Federal ()
- Other: Project design is fully funded at approximately \$3.5 million using commercial and industrial tax revenues. NVTa regional revenues would be used to fund all construction costs.



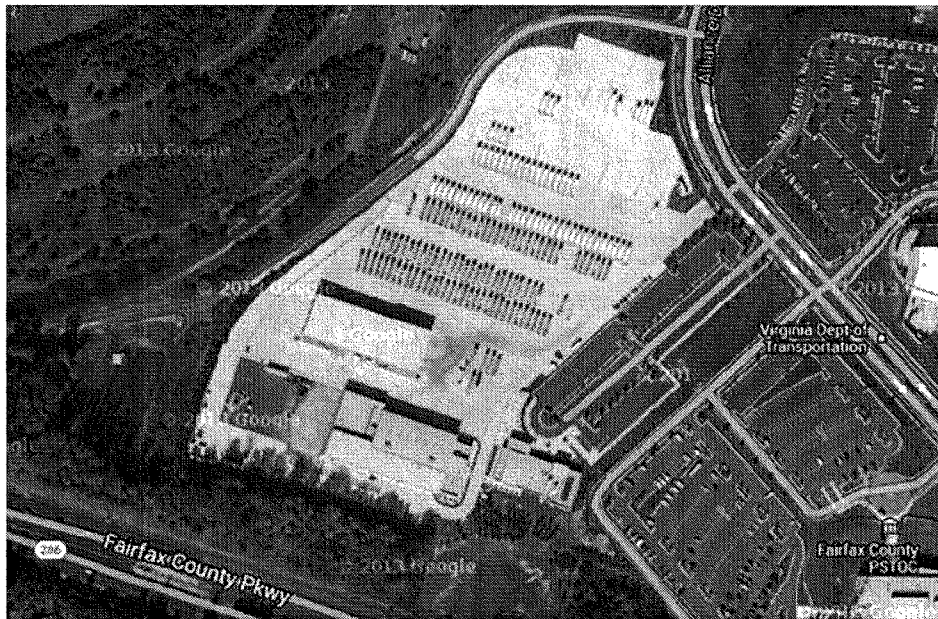
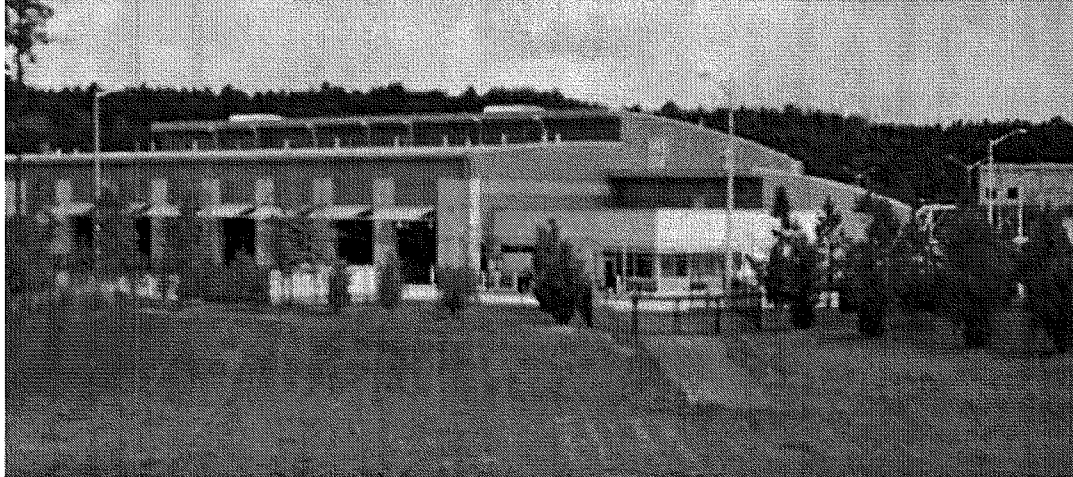
Stated Benefits

- **What Regional benefit(s) does this project offer?**
By expanding capacity of the West Ox bus facility, additional maintenance capabilities for support of the increased transit service will be provided. The Fairfax Connector bus service not only provides transit options across Fairfax County, but also provides connections to other transit facilities in the region, including rail and air.
- **How does the project reduce congestion?**
By expanding maintenance capacity for the facility, this project improves the mass transit system and encourages its use. The increase in mass transit ridership would result in a reduction of vehicular traffic and hence reduction in traffic congestion.
- **How does project increase capacity? (Mass Transit Projects only)**
By expanding the maintenance facility, Fairfax Connector will be able to support increased bus service and expanded route coverage.
- **How does project improve auto and pedestrian safety?**
By expanding transit system capacity, vehicular traffic will be reduced. As a result, vehicular and pedestrian safety will be improved.
- **List internet links below to any additional information in support of this project:**
Included in the Fairfax County Transit Development Plan: [Transit Development Plan - Fairfax County, Virginia](#)
Transaction 2040 and the CLRP include bus service expansion, which will require additional capacity expansion at the West Ox Bus Garage.



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 059-30531 (VA Route 28 Widening – Prince William County Line to Route 29)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-30531.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 059-30531 (VA Route 28 Widening – Prince William County Line to Route 29), in accordance with the NVTAs approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Fairfax 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 059-30531

Coordination: Council of Counsels

V.ATTACHMENT

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, June 23, 2015, at which meeting a quorum was present and voting, the following resolution was adopted:

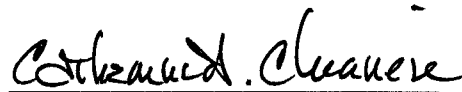
AGREEMENT EXECUTION RESOLUTION

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Standard Project Agreement (SPA) with NVTA for funding a preliminary engineering and environmental study of Route 28 Widening (Prince William County Line to Route 29), substantially in the form of the NVTA SPA presented to the Board by staff on June 23, 2015.

Adopted this 23rd day of June 2015, Fairfax, Virginia

ATTEST:



Catherine A. Chianese

Clerk to the Board of Supervisors

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

NVTA Project Number: ~~Route 28 Widening - 3K~~ 059-30531

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 _____ County of Fairfax, Virginia _____ ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 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 NVTB Fund and/or from NVTB Bond Proceeds, is located within a locality embraced by NVTB's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTB;

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Fairfax County shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the 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 Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTAs funds, Fairfax 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 Fairfax County from providing its own funds to

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

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

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

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

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

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Fairfax County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that 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 Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

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

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

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

C. Term

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

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

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

D. Dispute

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

E. NVTa's Financial Interest in Project Assets

_____ Fairfax County _____ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

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

F. Appropriations Requirements

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

G. Notices

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

- 1) to: NVTa, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to Fairfax County, to the attention of Tom Biesiadny
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

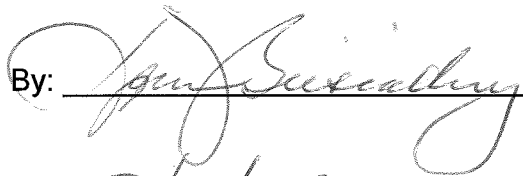
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

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

By:  _____

Date: 7/6/15

Appendix A –Narrative Description of Project

Attach- Approved NVTa Project Description Sheet

NVTa Project Title: Route 28 Widening (Prince William County Line to Route 29)

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Todd Minnix, (703) 877-5749,
Wesley.Minnix@fairfaxcounty.gov

NVTa Program Coordinator Contact information: Keith Jasper, keith.jasper@thenovaaauthority.org

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

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 28 Widening (Prince William County Line to Route 29)
 Recipient Entity: Fairfax County
 Project Contact Information: W. Todd Minnix, (703) 877-5749, Wesley.Minnix@fairfaxcounty.gov

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 4,000,000	\$ 4,000,000	\$ -		\$ -	\$ -	\$ -
Engineering	\$ -						
Environmental Work	\$ 1,000,000	\$ 1,000,000	\$ -		\$ -	\$ -	\$ -
Right-of-Way Acquisition	\$ 18,675,000	\$ -	\$ -	NVTA Reg/HB2*	\$ 10,000,000	\$ 8,675,000	\$ -
Construction	\$ 23,675,000	\$ -	\$ -	HB2	\$ -	\$ 23,675,000	\$ -
Contract Administration	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Testing Services	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Inspection Services	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Capital Asset Acquisitions	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Total Estimated Cost	\$ 47,350,000	\$ 5,000,000	\$ -	\$ -	\$ 10,000,000	\$ 32,350,000	\$ -

* Approximate requests of NVTA and HB2 FY17 Calls for Projects.

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ -		\$ 750,000.00		\$ 1,500,000.00		\$ 1,750,000.00			
Engineering										
Environmental Work			500,000.00		500,000.00					
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 1,250,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ 1,750,000.00	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

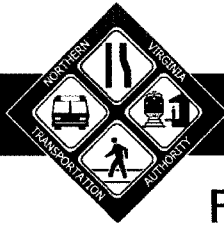
	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September			\$ 312,500.00		\$ 500,000.00		\$ 437,500.00			
October										
November										
December			\$ 312,500.00		\$ 500,000.00		\$ 437,500.00			
January										
February										
March			\$ 312,500.00		\$ 500,000.00		\$ 437,500.00			
April										
May										
June			\$ 312,500.00		\$ 500,000.00		\$ 437,500.00			
Total per Fiscal Year	\$ -	\$ -	\$ 1,250,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ 1,750,000.00	\$ -	\$ -	\$ -

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

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

Recipient Entity Official
 Signature
 Director, Department of Transportation
 Title
 Date
 Tom Biesiadny
 Print name of person signing

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



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (3K)

Basic Project Information

Submitting Agency: Fairfax County

Project Title: Route 28 Widening (Prince William County Line to Route 29) 3K

Project Type (*check one*):

Roadway (☒) Transit (☐)

VA State Route Number (if applicable) and NVTa Corridor Number (1-8): VA Route 28; NVTa Corridor Number 3

1. **Project Description:** Widen VA Route 28 from 4 to 6 lanes from the Prince William County Line (Bull Run Bridge) to Route 29 in Fairfax County. The project would include intersection improvements and pedestrian/bicycle facilities.
2. **Requested NVTa Funds:** \$5,000,000
3. **Phase(s) of Project Covered by Requested NVTa Funds:** Preliminary engineering and environmental study
4. **Total Cost to Complete Project:** \$47,350,000
5. **Project Milestone -Study Phase:** Start of Study July 2014 – short-term improvement study of entire corridor from Liberia Avenue in Manassas to Route 29 in progress by VDOT. Long-term corridor study including potential alternative routes and upgrades to other routes will follow provided funding is available.
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - December 2016 (Estimated)
7. **Project Milestones -Final Design:** Start of Final Design - June 2018 (Estimated)
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed August 2017 (start) to March 2018 (completion) (Estimated)
9. **Project Milestone – Construction:** Start of Construction - December 2018 to expected completion in December 2020 (Estimated)
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

11. Is Project in Transaction 2040:

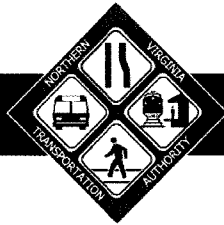
Yes (X)

No ()

12. Project in 2010 CLRP: No

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

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



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

Stated Benefits

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

The project will reduce congestion on a heavily traveled section of the VA Route 28 corridor, which provides travel within and between three counties in northern Virginia (Prince William, Fairfax, and Loudoun) and the two cities of Manassas and Manassas Park. The project will also improve multi-modal travel by adding pedestrian/bicycle facilities.

Current northbound AM Peak Hour travel time from Manassas Drive (in Manassas Park) to US 29 (in Centreville) ranges between 35 and 60 minutes Monday through Thursday, even without an incident. Similar travel times are typical in the southbound direction in the PM Peak Hour. Traffic queues at various signals along the corridor extend for up to one mile or more. Several large residential developments are currently under construction in Prince William County just south of the Fairfax County line; with the opening of these developments, congestion and delays along Route 28 will continue to increase.

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

The project will add one lane in each direction to improve through capacity on VA Route 28, which currently carries over 60,000 vehicles per day, at a Peak Hour LOS F. The intersection improvements will improve through travel by eliminating split phase signal timings at five intersections along this section of Route 28. In addition, the project will improve travel times and connections to other corridors such as US Route 29 (Lee Highway) and Route 620 (New Braddock Road) which are alternatives to the I-66 corridor.

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

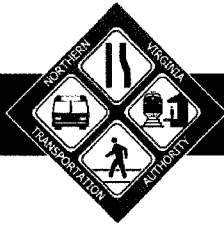
- **How does project improve auto and pedestrian safety?**

By adding capacity and reducing congestion, the project reduces the occurrence of vehicular conflicts. By improving intersections and eliminating split phase signal timings, vehicle conflicts are reduced, making the road safer for both vehicles and pedestrians/bicyclists. Sidewalks and shared-use paths are included in the project scope.

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

The project is in conformance with the Fairfax County Comprehensive Transportation Plan: [Fairfax County Comprehensive Plan 2013 Edition \(as amended*\) - Fairfax County, Virginia](#)

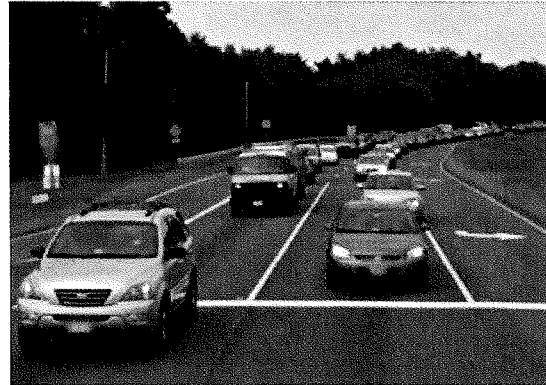
Related TIP Project #6205 VA Route 28 Study, related TIP Project #6208, I-66 @ Rte. 28 Interchange Improvements



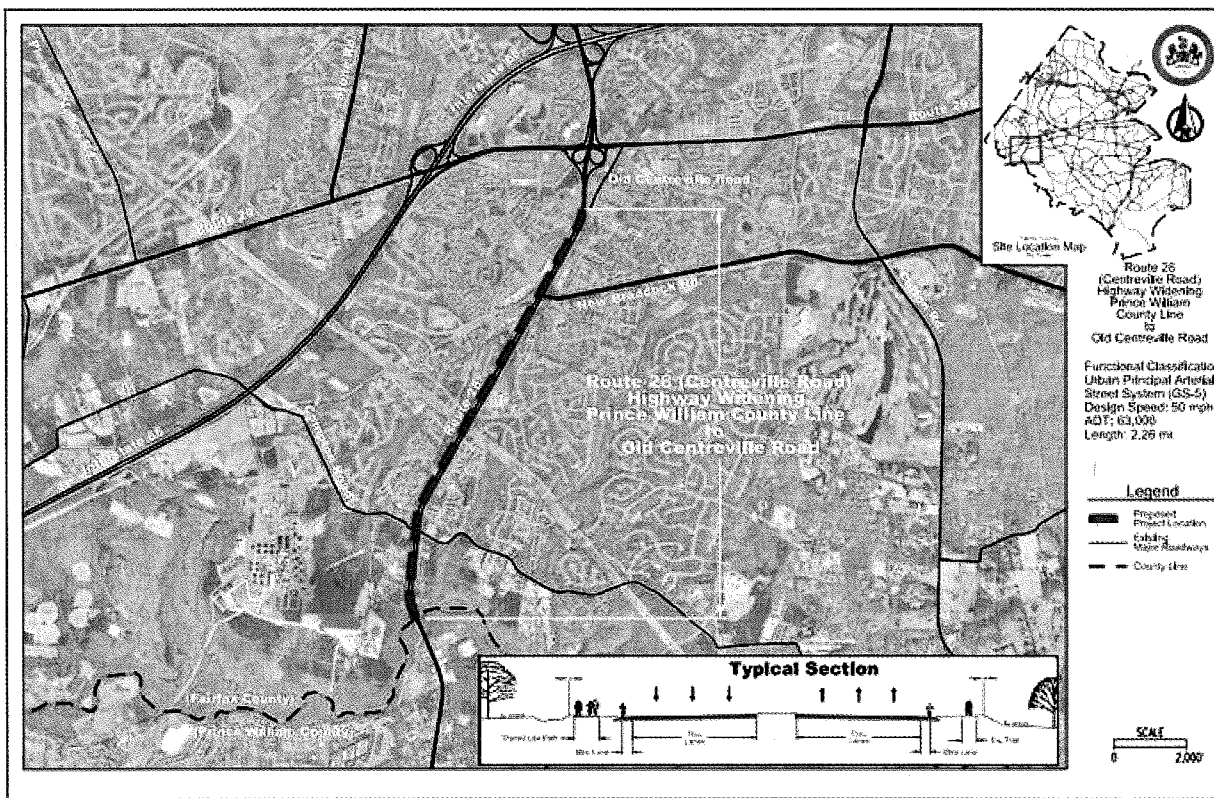
Northern Virginia Transportation Authority *The Authority for Transportation in Northern Virginia*



Route 28 Southbound, South of New Braddock Road



Route 28 Southbound at Compton Road



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 153-30481 (Route 28 Widening from Route 234 Bypass to Linton Hall Road)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 153-30481.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 153-30481 (Route 28 Widening from Route 234 Bypass to Linton Hall Road), in accordance with the NVTAs approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by 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 153-30481

Coordination: Council of Counsels

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

(Recipient Entity)**

NVTA Project Number: 153-30481

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 48.2 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

WHEREAS, 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 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 NVT A funds to be provided and allocated to the Project and the amounts of any NVT A 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 NVT A of this Agreement. If so terminated, NVT A 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 NVT A as described in paragraph F of this Agreement or repeal of the legislation establishing the NVT A fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVT A. Before initiating any proceedings to terminate under this Paragraph, Prince William County shall give NVT A sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVT A an opportunity to investigate and cure any such alleged breach.
3. NVT A 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 NVT A all funds NVT A provided to Prince William County for the Project (including interest earned at the rate earned by NVT A). NVT A will provide Prince William County with sixty (60) days written notice that NVT A 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 Thomas Blaser
5 County Complex CT., Ste 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: Thom Bann

Date: 6/29/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Route 28 Widening from Route 234 Bypass to Linton Hall Road (3J)

Recipient Entity: Prince William County

Recipient Entity/Project Manager Contact Information: Thomas Blaser, 703-792-6825

NVTA Program Coordinator Contact information: Keith Jasper

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

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



FY 2015-16 PROJECT DESCRIPTION FORM (3J)

Basic Project Information

Submitting Agency: Prince William County

Project Title: Route 28 Widening from Route 234 Bypass to Linton Hall Road (3J)

Project Type (check one):
Roadway (X) Transit ()

VA State Route Number (if applicable) and NVT A Corridor Number (1-8):
Route 28/Corridor 3

1. **Project Description:** The proposed project involves the widening of Route 28 from Route 234 Bypass 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 multi-use trail and sidewalk. The funding requested in the application will cover all phases of the project which includes the study phase, preliminary engineering, final design, right-of-way, and construction.
2. **Requested NVT A Funds:** \$16,700,000.00
3. **Phase(s) of Project Covered by Requested NVT A Funds:**
Design, right-of-way, utility relocation and construction phases will be covered by the requested funds.
4. **Total Cost to Complete Project:** \$16,700,000.00
5. **Project Milestone -Study Phase:** Start of Study - Complete
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE August 2015
7. **Project Milestones -Final Design:** Start of Final Design December 2015
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed June 2017
9. **Project Milestone – Construction:** Start of Construction August 2017
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**
Yes (X) No ()



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

12. Project in 2010 CLRP:
(If NOT in TransAction 2040, please provide 2010 CLRP ID number)
Yes
13. Project Leverages other Funding: (please state amount)
- Local ()
 - State ()
 - Federal ()
 - Other:



Stated Benefits

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

This project compliments an additional future segment of Route 28 (Route 28 from Linton Hall Road to Fitzwater Drive and the widening in Manassas between the 234 Bypass and Godwin Road). 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 permeates between several jurisdictions in the Region.

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

This project reduces existing congestion by adding additional capacity to a Virginia Department of Transportation (VDOT) primary arterial road that currently exist as a four lane undivided road and improving it to a six-lane divided roadway. Also, 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. This project will compliment future widening projects on Route 28, and along with the other projects the widening of Route 28 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 does project increase capacity? (Mass Transit Projects only) N/A**

- **How does 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, separation of intersections, and pedestrian improvements at signalized intersections. This project also improves pedestrian safety by constructing a trail and sidewalk, where one 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.

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

http://eservice.pwcgov.org/planning/documents/19_Transportation.pdf



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia





Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia





Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

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

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering	\$ 450,000.00	\$ 450,000.00				
Environmental Work						
Right-of-Way Acquisition						
Construction	\$ 15,400,000.00	\$ 15,400,000.00				
Contract Administration	\$ 850,000.00	\$ 850,000.00				
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 16,700,000.00	\$ 16,700,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering			450,000.00							
Environmental Work										
Right-of-Way Acquisition										
Construction			1,550,000.00		8,050,000.00		5,800,000.00			
Contract Administration			200,000.00		450,000.00		200,000.00			
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 2,200,000.00	\$ -	\$ 8,500,000.00	\$ -	\$ 6,000,000.00	\$ -	\$ -	\$ -

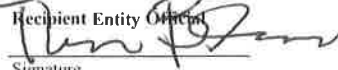
Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July					\$ 500,000.00		\$ 1,000,000.00			
August					\$ 500,000.00		\$ 1,500,000.00			
September					\$ 500,000.00		\$ 1,500,000.00			
October			\$ 200,000.00		\$ 500,000.00		\$ 2,000,000.00			
November			\$ 250,000.00		\$ 750,000.00					
December			\$ 250,000.00		\$ 750,000.00					
January			\$ 250,000.00		\$ 750,000.00					
February			\$ 250,000.00		\$ 750,000.00					
March			\$ 250,000.00		\$ 750,000.00					
April			\$ 250,000.00		\$ 750,000.00					
May			\$ 250,000.00		\$ 1,000,000.00					
June			\$ 250,000.00		\$ 1,000,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ 2,200,000.00	\$ -	\$ 8,500,000.00	\$ -	\$ 6,000,000.00	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

 Signature
 Transportation Director
 Title 3/14/15
 Date
 Thomas Blaser
 Print name of person signing

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

APPENDIX D

TAX COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MOTION: PRINCIPI

**June 16, 2015
Regular Meeting
Res. No. 15-413**

SECOND: LAWSON

RE: AUTHORIZE EXECUTION OF STANDARD PROJECT AGREEMENTS BETWEEN PRINCE WILLIAM COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR LOCAL ADMINISTRATION OF 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 \$49,400,000 IN FISCAL YEAR 2016 FOR THE ROUTE 1 (FEATHERSTONE ROAD TO MARYS WAY) PROJECT AND \$16,700,000 FOR THE ROUTE 28 (ROUTE 234 BYPASS TO LINTON HALL ROAD) PROJECT TO BE REIMBURSED WITH FISCAL YEAR 2015-16 70% HB2313 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 (VDOT) for reducing congestion, or mass transit capital projects that increase capacity; and

WHEREAS, the NVTa approved a list of 37 projects to be funded with FY2015-2016 HB2313 funds; and

WHEREAS, the NVTa's Standard Project Agreement (SPA) allows for the local administration of a project and for implementing 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 \$49,400,000 for construction work as part of the FY2015-2016 approved project list; and

WHEREAS, the Route 28 (Route 234 Bypass to Linton Hall Road) Project was approved by the NVTa for \$16,700,000 for construction work as part of the FY2015-2016 approved project list; and

June 16, 2015
Regular Meeting
Res. No. 15-413
Page Two

WHEREAS, the County will need to budget and appropriate \$49,400,000 in funds and use this funding to pay for the construction work associated with the Route 1 (Featherstone Road to Marys Way) Project; and

WHEREAS, the County will need to budget and appropriate \$16,700,000 in funds and use this funding to pay for the construction work associated with the Route 28 (Route 234 Bypass to Linton Hall Road) Project; and

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

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby authorize execution of Standard Project Agreements between Prince William County and the Northern Virginia Transportation Authority for local administration of 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 \$49,400,000 in Fiscal Year 2016 for the Route 1 (Featherstone Road to Marys Way) Project and \$16,700,000 for the Route 28 (Route 234 Bypass to Linton Hall Road) Project to be reimbursed with Fiscal Year 2015-16 70% HB2313 revenues as follows:

Budget and Appropriate (Revenue):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
415909 – Route 1 (Featherstone-Marys Way) NVT A 70%	1292 – NVT A 70% Regional Funding	\$49,400,000

Budget and Appropriate (Expenditure):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
415909 – Rte. 1 (Featherstone-Marys Way) NVT A 70%	3260 – Construction	\$ 8,500,000
	3262 – Construction Utility Work	\$10,000,000
	5800 – Undistributed & Miscellaneous	\$ 900,000
	5826 – Right of Way Acquisition	\$30,000,000
Total		\$49,400,000

June 16, 2015
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Budget & Appropriate (Revenue):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 28 (Route 234 Bypass to Linton Hall Road)	1292 – NVTA 70% Regional Funding	\$16,700,000

Budget & Appropriate (Expenditure):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 28 (Route 234 Bypass to Linton Hall Road)	3220 – Engineering Services	\$ 450,000
	3260 – Construction	\$15,400,000
	5800 – Undistributed & Miscellaneous	\$ 850,000

Total	\$16,700,000
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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

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

Votes:

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

Nays: None

Absent from Vote: None

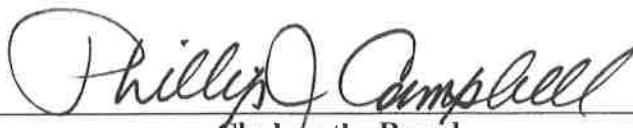
Absent from Meeting: None

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: July 16, 2015

SUBJECT: Regional Funding Project 153-80401 (Route 1 Widening from Featherstone Road to Marys Way)

- 1. Recommendation.** Approval of attached Standard Project Agreement (SPA) 153-80401.
- 2. Suggested motion.** *I move approval of the proposed Standard Project Agreement 153-80401 (Route 1 Widening from Featherstone Road to Marys Way), in accordance with the NVTAs approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
- 3. Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by 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 153-80401

Coordination: Council of Counsels

VII. ATTACHMENT

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

NVTA Project Number: 153-80401

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 48.2 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

WHEREAS, Prince William 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 Prince William Countys application for funding and has approved Prince William Countys administration and performance of the Projects described scope of work;

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

WHEREAS, NVTAFund 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 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 Prince William 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

Prince William County shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to 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 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 NVT A excuse Prince William County from refunding all funds NVT A provided to Prince William County for the Project based upon Prince William County's substantial completion of the Project or severable portions thereof; and NVT A may, in its sole discretion, excuse Prince William County from refunding all or a portion of the funds NVT A 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 NVT A 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 NVT A all unexpended NVT A funds with interest earned at the rate earned by NVT A 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. NVT A'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 NVT A 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. NVT A'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 NVT A 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. NVT A 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 NVT A 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 Thomas Blaser
5 County Complex CT., Ste 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: Tim Blum

Date: 6/29/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Route 1 Widening from Featherstone Road to Marys Way (8P)

Recipient Entity: Prince William County

Recipient Entity/Project Manager Contact Information: Thomas Blaser, 703-792-6825

NVTA Program Coordinator Contact information: Keith Jasper

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

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



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (8P)

Basic Project Information

Submitting Agency: Prince William County

Project Title: Route 1 Widening from Featherstone Road to Marys Way (8P)

Project Type (check one):

Roadway (X) Transit ()

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

1. **Project Description:** The project involves the widening of Route 1 from Marys Way to Featherstone Road from a four lane undivided highway to a six 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. The project is part of the County's Six Year Capital Improvement Program (2015-2020) and was approved by the Board of Supervisors on May 6, 2014 by the passage of Res. No. 14-307. The application will cover all phases of the project including the study phase, preliminary engineering, final design, right-of-way and construction. NVTA funded the design of \$3M in FY2014.
2. **Requested NVTA Funds:** \$49,400,000.00
3. **Phase(s) of Project Covered by Requested NVTA Funds:**
Design, right-of-way, utility relocation and construction phases will be covered by the requested funds.
4. **Total Cost to Complete Project:** \$52,400,000.00; NVTA Funded the Design at \$3M in FY2014.
5. **Project Milestone -Study Phase:** Start of Study - Completed
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - N/A
7. **Project Milestones -Final Design:** Start of Final Design - April 2015
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed December 2016
9. **Project Milestone – Construction:** Start of Construction April 2017
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

11. Is Project in Transaction 2040:

Yes (X) No ()

12. Project in 2010 CLRP: Yes, the project is in the CLRP

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

- Local ()
- State ()
- Federal ()
- Other: Proffer Funds



Stated Benefits

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

Route 1 services high-volume traffic between Prince William County, Fairfax County, and the City of Alexandria. This project will compliment 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

- **How does 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 in the future it is expected to carry over 80,000 vehicles per day in certain areas. Reducing congestion on Route 1 plays a pivotal role in regional connectivity as it improves the flow of traffic that permeates between Prince William County and Fairfax County and the City of Alexandria.

- **How does project increase capacity? (Mass Transit Projects only) – N/A**

- **How does 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. Doing so will improve driving conditions for motorists. 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 also improves pedestrian safety by constructing a trail and sidewalk, where it does not exist today. Pedestrian facilities will be provided throughout the entire project (including the other projects north and south). As mentioned above, pedestrian improvements will also be made at all signalized intersections.

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

http://eservice.pwccgov.org/planning/documents/19_Transportation.pdf (Pg. TRANS 24)

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 1 Widening from Featherstone to Marys Way (8P)
 Recipient Entity: Prince William County
 Project Contact Information: 703-792-6825

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 40,000,000.00	\$ 40,000,000.00				
Construction	\$ 8,500,000.00	\$ 8,500,000.00				
Contract Administration	\$ 900,000.00	\$ 900,000.00				
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 49,400,000.00	\$ 49,400,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition			2,000,000.00		28,000,000.00		10,000,000.00			
Construction							8,500,000.00			
Contract Administration			100,000.00		400,000.00		400,000.00			
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 2,100,000.00	\$ -	\$ 28,400,000.00	\$ -	\$ 18,900,000.00	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July					\$ 3,100,000.00		\$ 3,000,000.00			
August					\$ 2,000,000.00		\$ 3,000,000.00			
September					\$ 2,000,000.00		\$ 3,000,000.00			
October					\$ 2,000,000.00		\$ 2,000,000.00			
November					\$ 2,000,000.00		\$ 2,000,000.00			
December					\$ 2,000,000.00		\$ 2,000,000.00			
January					\$ 2,000,000.00		\$ 2,000,000.00			
February					\$ 2,000,000.00		\$ 1,900,000.00			
March					\$ 2,000,000.00					
April			\$ 540,000.00		\$ 3,100,000.00					
May			\$ 1,020,000.00		\$ 3,100,000.00					
June			\$ 540,000.00		\$ 3,100,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ 2,100,000.00	\$ -	\$ 28,400,000.00	\$ -	\$ 18,900,000.00	\$ -	\$ -	\$ -

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

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

Recipient Entity Official
 Signature
 Transportation Director
 Title
 Date 9/14/15
 Thomas Blaser
 Print name of person signing

Northern Virginia Transportation Authority

Signature
 NVTA Executive Director
 Title
 Date
 Print name of person signing

APPENDIX D

TAX COVENANTS

The Recipient Entity will not permit more than five percent of the total amount of NVTA 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 NVTA 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 NVTA 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 NVTA 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 NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA'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 NVTA 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.

MOTION: PRINCIPI

**June 16, 2015
Regular Meeting
Res. No. 15-413**

SECOND: LAWSON

RE: AUTHORIZE EXECUTION OF STANDARD PROJECT AGREEMENTS BETWEEN PRINCE WILLIAM COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR LOCAL ADMINISTRATION OF 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 \$49,400,000 IN FISCAL YEAR 2016 FOR THE ROUTE 1 (FEATHERSTONE ROAD TO MARYS WAY) PROJECT AND \$16,700,000 FOR THE ROUTE 28 (ROUTE 234 BYPASS TO LINTON HALL ROAD) PROJECT TO BE REIMBURSED WITH FISCAL YEAR 2015-16 70% HB2313 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 (VDOT) for reducing congestion, or mass transit capital projects that increase capacity; and

WHEREAS, the NVTa approved a list of 37 projects to be funded with FY2015-2016 HB2313 funds; and

WHEREAS, the NVTa's Standard Project Agreement (SPA) allows for the local administration of a project and for implementing 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 \$49,400,000 for construction work as part of the FY2015-2016 approved project list; and

WHEREAS, the Route 28 (Route 234 Bypass to Linton Hall Road) Project was approved by the NVTa for \$16,700,000 for construction work as part of the FY2015-2016 approved project list; and

June 16, 2015
Regular Meeting
Res. No. 15-413
Page Two

WHEREAS, the County will need to budget and appropriate \$49,400,000 in funds and use this funding to pay for the construction work associated with the Route 1 (Featherstone Road to Marys Way) Project; and

WHEREAS, the County will need to budget and appropriate \$16,700,000 in funds and use this funding to pay for the construction work associated with the Route 28 (Route 234 Bypass to Linton Hall Road) Project; and

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

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby authorize execution of Standard Project Agreements between Prince William County and the Northern Virginia Transportation Authority for local administration of 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 \$49,400,000 in Fiscal Year 2016 for the Route 1 (Featherstone Road to Marys Way) Project and \$16,700,000 for the Route 28 (Route 234 Bypass to Linton Hall Road) Project to be reimbursed with Fiscal Year 2015-16 70% HB2313 revenues as follows:

Budget and Appropriate (Revenue):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
415909 – Route 1 (Featherstone-Marys Way) NVT A 70%	1292 – NVT A 70% Regional Funding	\$49,400,000

Budget and Appropriate (Expenditure):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
415909 – Rte. 1 (Featherstone-Marys Way) NVT A 70%	3260 – Construction	\$ 8,500,000
	3262 – Construction Utility Work	\$10,000,000
	5800 – Undistributed & Miscellaneous	\$ 900,000
	5826 – Right of Way Acquisition	\$30,000,000
Total		\$49,400,000

June 16, 2015
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Budget & Appropriate (Revenue):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 28 (Route 234 Bypass to Linton Hall Road)	1292 – NVTA 70% Regional Funding	\$16,700,000

Budget & Appropriate (Expenditure):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 28 (Route 234 Bypass to Linton Hall Road)	3220 – Engineering Services	\$ 450,000
	3260 – Construction	\$15,400,000
	5800 – Undistributed & Miscellaneous	\$ 850,000

Total	\$16,700,000
--------------	---------------------

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

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

Votes:

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

Nays: None

Absent from Vote: None

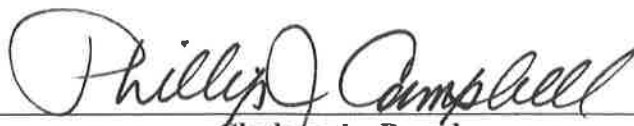
Absent from Meeting: None

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: July 16, 2015

SUBJECT: Regional Funding Project 997-60681 (Manassas Park Station Parking Expansion)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 997-60681.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 997-60681 (Manassas Park Station Parking Expansion), in accordance with the NVTa's approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Virginia Railway Express 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 997-60681

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
NVTC/PRTC as joint owners/operators of VRE ("VRE")
(Recipient Entity)**

NVTA Project Number: 997-60681

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 NVTC/PRTC as joint owners/operators of VRE ("VRE") (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, _____ VRE _____ 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 _____ VRE _____'s application for funding and has approved _____ VRE _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ VRE _____, 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 _____ VRE _____ to finance the Project;

WHEREAS, NVTA agrees that _____ VRE _____ will design and/or construct the Project or perform such other specific work for the Project and _____ VRE _____ 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 _____ VRE _____'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 _____ VRE _____'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

 VRE shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to VRE to advance the Project to the next phase until the current phase is completed. In any circumstance where VRE seeks to advance a Project to the next phase using NVT A funds, VRE 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 VRE 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, _____ VRE _____ further recognizes that NVTA's reimbursement to _____ VRE _____ 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. _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____.
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. _____ VRE _____ 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. _____ VRE _____ 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 _____ VRE _____'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 _____ VRE _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ VRE _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____ VRE _____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 _____ VRE _____ 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 _____ VRE _____; 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 _____ VRE _____ 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 _____ VRE _____'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 _____ VRE _____ 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 _____ VRE _____ 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 _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____.

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

B. NVTA's Obligations

NVTA shall:

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

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

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

_____ VRE _____ 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 _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ VRE _____ 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 _____ VRE _____.

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 _____ VRE _____, to the attention of Doug Allen, CEO
1500 King Street, Suite 202
Alexandria, VA 22314 (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

_____ VRE _____ 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: _____

NVTC/PRTC as joint owners/operators of VRE ("VRE") (Name of Recipient Entity)

By: Bay Allen

Date: 7/15/2015

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: VRE Manassas Park Station Parking Expansion (6P)

Recipient Entity: VRE

Recipient Entity/Project Manager Contact Information: Christine Hoeffner, choeffner@vre.org,
703-838-5442

NVTA Program Coordinator Contact information: Keith Jasper, Keith.Jasper@thenovaauthority.org

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

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



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (6P)

Basic Project Information

Submitting Agency: Virginia Railway Express

Project Title: VRE Manassas Park Station Parking Expansion (6P)

Project Type (*check one*):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVT Authority Corridor Number (1-8): I-66/US 29/US 50, Corridor 6, and Route 28, Corridor 3

1. **Project Description:** This project includes planning and engineering investigations to expand parking and pedestrian connections at the VRE Manassas Park station.
2. **Requested NVT Authority Funds:** \$500,000
3. **Phase(s) of Project Covered by Requested NVT Authority Funds:**
This project includes planning and engineering studies.
4. **Total Cost to Complete Project:** \$19,000,000 (short-term improvements)
5. **Project Milestone -Study Phase:** Start of Study -- October 2015
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - N/A
7. **Project Milestones -Final Design:** Start of Final Design - N/A
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - N/A
9. **Project Milestone – Construction:** Start of Construction - N/A
10. **Project Milestone – Mass Transit Vehicle Acquisition:** N/A
11. **Is Project in Transaction 2040:**
Yes (X) No ()
12. **Project in 2010 CLRP:** Yes



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

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

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



Stated Benefits

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

The majority of VRE riders would drive alone for their commute if they did not use VRE. Parking utilization at the Manassas Park station is in excess of 90% of capacity and among the highest utilization in the VRE system. Expanding parking capacity at the station will alleviate current capacity constraints, especially mid-week when all spaces are often filled, and accommodate long-term planned growth in VRE service. Enhancing pedestrian connections at the station will increase passenger safety and expand pedestrian access to the surrounding area.

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

The project expands the capacity of the VRE Manassas Park station for additional riders who otherwise would commute alone on the region's highways. Two VRE trains in an hour carry approximately 2,000 persons or the equivalent capacity as one lane of traffic on I-66. By supporting expansion of VRE capacity in the region, the project expands the capacity of the I-66 and Route 28 travel corridors and contributes to the reduction of regional congestion.

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

In tandem with a planned fleet expansion, the project expands VRE station capacity to support both short- and long-term growth in VRE service and ridership. Expanded VRE peak period commuter service and the establishment of bi-directional service are included in the VRE System Plan.

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

Commuter Rail is one of the safest modes of travel. Automobile and pedestrian safety is improved in the region by directly moving commuters and their vehicles from freeway system (one of the most dangerous) and other regional roads to commuter rail (one of the safest ways to commute). At the station, a grade-separated pedestrian connection will be constructed between the parking structure and the north side of the railroad right-of-way (ROW), and the station platform, located on the south side of the ROW, to provide a safe pathway for pedestrians.

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: VRE Manassas Park Station Parking Expansion
 Recipient Entity: VRE
 Project Contact Information: Choeffner@vre.org

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 350,000.00	\$ 350,000.00	\$ -		\$ -	\$ -
Engineering	\$ 1,800,000.00			\$ 1,800,000.00	Subject to future NVTA funding consideration	
Environmental Work	\$ 150,000.00	\$ 150,000.00				
Right-of-Way Acquisition						
Construction	\$ 16,700,000.00			\$ 16,700,000.00	Subject to future NVTA funding consideration	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 19,000,000.00	\$ 500,000.00	\$ -	\$ 18,500,000.00	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work			\$ 350,000.00							
Engineering										
Environmental Work					\$ 150,000.00					
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 350,000.00	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 150,000.00					
October										
November			\$ 10,000.00							
December			\$ 20,000.00							
January			\$ 40,000.00							
February			\$ 50,000.00							
March			\$ 60,000.00							
April			\$ 60,000.00							
May			\$ 60,000.00							
June			\$ 50,000.00							
Total per Fiscal Year	\$ -	\$ -	\$ 350,000.00	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

Doug Allen
 Signature

7/15/2015
 Title

Doug Allen
 Date
 Print name of person signing

Northern Virginia Transportation Authority

 Signature

NVTA Executive Director

 Title

 Date

 Print name of person signing

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVTA
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVTA) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVTA approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVRTA for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVRTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

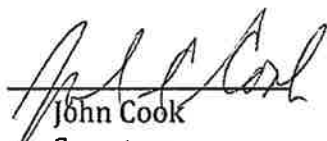
WHEREAS, as NVRTA approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVRTA has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVRTA for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion



RESOLUTION #2236

SUBJECT: Approval of the Submission of VRE's Project List to the Northern Virginia Transportation Authority (NVTA) for FY 2014-16 Funding Consideration.

WHEREAS: The passage of House Bill (HB) 2313 requires NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity;

WHEREAS: As NVTA approved an initial fiscal year (FY) 2014 project list in July 2013; and

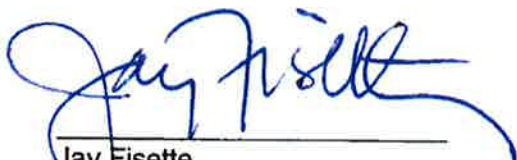
WHEREAS: NVTA has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission approve the submission of the list of VRE projects to the NVTA for consideration for funding in FY 2014-2016:

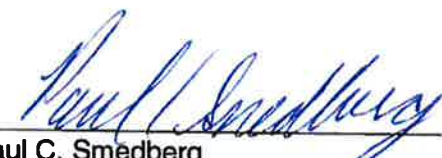
1. Slaters Lane Crossover and Signals (\$7 million)
2. VRE Rippon Platform Expansion (expand existing platform + second platform) (\$15 million)
3. VRE Manassas Park station Parking expansion (parking structure + pedestrian connection) (\$19 million)
4. VRE Crystal City Platform Expansion Study (\$2 million)
5. VRE Franconia-Springfield Platform Expansion (\$5 million)
6. Franconia-Springfield to Woodbridge Third Track (\$50 million)

BE IT FURTHER RESOLVED that NVTC authorizes the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 9th day of January, 2014.



Jay Fisette
Secretary-Treasurer



Paul C. Smedberg
Chairman



14700 Potomac Mills Road
Woodbridge, VA 22192

RESOLUTION

MOTION: CADDIGAN

**RESOLUTION NO. 14-01-07
OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

SECOND: DURANY

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVTA
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVTA) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVTA approved an initial Fiscal Year (FY) 2014 project list in July 2013;
and

WHEREAS, NVTA has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC).

**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
OFFICIAL COMMISSION MEETING
RESOLUTION NO. 14-01-07
PAGE 2**

VOTES:

AYES:

**AWBREY, CADDIGAN, DURANY, COVINGTON,
JONES, KELLY, MAY, MILDE, PRINCIPI, ROSS,
SKINNER, THOMAS, WAY**

NAYS:

NONE

ABSTAIN:

NONE

ABSENT DURING VOTE:

JENKINS

MEMBERS PRESENT:

**CADDIGAN, COVINGTON, JENKINS, JONES,
KELLY, MAY, MILDE, PRINCIPI, SKINNER,
THOMAS, WAY**

MEMBERS ABSENT:

ANDERSON, MILLER, NOHE, PITTARD, PULLER

ALTERNATES PRESENT:

AWBREY, DURANY, ROSS

ALTERNATES ABSENT:

**BARG, BOHMKE, HOWE, NADDONI, PAGE,
PARRISH, PATE, LASCH, SELLERS, STEWART,
WREN**

****CERTIFIED COPY****

JANUARY 9, 2014


**ALFRED H. HARF
EXECUTIVE DIRECTOR**

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**

RESOLUTION

MOTION: _____

**RESOLUTION NO. 14-01-____
OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

SECOND: _____

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVT
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVT) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVT approved an initial Fiscal Year (FY) 2014 project list in July 2013; and

WHEREAS, NVT has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVT) and the Potomac and Rappahannock Transportation Commission (PRTC).



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVT
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVT) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVT to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVT approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.



Northern Virginia
Transportation Commission
2300 Wilson Blvd. #620
Arlington, VA 22201
703.524.3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703.684.1001
VRE.org



Polomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703.580.6121

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVT A for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVT A to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVT A approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVT A has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVT A for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion

RESOLUTION

SUPPORT OF INCLUSION OF STRUCTURED PARKING FACILITY FOR MANASSAS PARK VIRGINIA RAILWAY EXPRESS (VRE) COMMUTER STATION IN THE VRE OPERATIONS BOARD'S RECOMMENDED BUDGET FOR FISCAL YEAR 2015 AND THE VRE PROJECT LIST TO THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVT) FOR FISCAL YEARS 2014-16

MOTION: Councilmember Naddoni SECOND: Councilmember Shuemaker
Date of Meeting: January 7, 2014

WHEREAS, at its meeting held on December 20, 2013, the Virginia Railway Express (VRE) Operations Board voted to forward VRE's recommended budget for Fiscal Year 2015 (FY 2015) to both the Potomac-Rappahannock Transportation Commission and the Northern Virginia Transportation Commission; and

WHEREAS, VRE's Capital Improvements Program for Fiscal Year 2015, which is incorporated into the VRE Operations Board's recommended budget for FY 2015, lists a project described as the Manassas Park Parking Expansion and Pedestrian Improvements, which includes a 500 space parking garage on the City Hall side of the railroad tracks and a pedestrian connection between the new parking facility and the existing commuter station; and

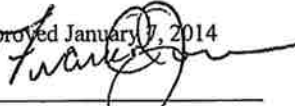
WHEREAS, at its December 20, 2013 meeting the VRE Operations Board also approved the submission of the VRE Project List to the NVT for FY 2014-16 Funding Consideration, which includes the construction of the new parking facility and pedestrian connection for the VRE commuter station in the City of Manassas Park

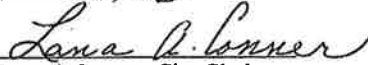
WHEREAS, the adopted comprehensive plan for the City of Manassas Park includes structured parking in the City's downtown area, specifically in support of the VRE commuter station.

WHEREAS, the Governing Body of the City of Manassas Park wishes to show its support for the proposed structured parking facility included in VRE's recommended budget for FY 2015 and the VRE Project List to the NVT for FY 2014-16.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Manassas Park hereby formally states its support for the inclusion of a structured parking facility in (i) VRE's FY 2015 budget as recommended by the VRE Operations Board, and (ii) the VRE Project List to the NVT for FY 2014-16.

Approved January 7, 2014


Frank Jones, Mayor


Lana A. Conner, City Clerk

Ayes: Naddoni, Shuemaker, Banks, Miller, Rishell, Polk, Jones
Nays: None
Abstain: None
Absent: None

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 997-80641 (Franconia-Springfield Platform Expansion)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 997-80641.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 997-80641 (Franconia-Springfield Platform Expansion), in accordance with the NVTa's approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Virginia Railway Express 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 997-80641

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
NVTC/PRTC as joint owners/operators of VRE ("VRE")
(Recipient Entity)**

NVTA Project Number: 997-80641

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 NVTC/PRTC as joint owners/operators of VRE ("VRE") _____ ("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, _____ VRE _____ 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 _____ VRE _____'s application for funding and has approved _____ VRE _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ VRE _____, 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 _____ VRE _____ to finance the Project;

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

 VRE shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to VRE to advance the Project to the next phase until the current phase is completed. In any circumstance where VRE seeks to advance a Project to the next phase using NVT A funds, VRE 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 VRE 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, _____ VRE further recognizes that NVTa's reimbursement to _____ VRE 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. _____ VRE 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, _____ VRE 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 _____ VRE.
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. _____ VRE 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. _____ VRE 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 _____ VRE _____'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 _____ VRE _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ VRE _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____ VRE _____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 _____ VRE _____ 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 _____ VRE _____; 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 _____ VRE _____ 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 _____ VRE _____'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 _____ VRE _____ 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 _____ VRE _____ 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 _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____.

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

B. NVTB's Obligations

NVTB shall:

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

4. Route all _____ VRE _____'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 _____ VRE _____'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 _____ VRE _____ 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 _____ VRE _____'s designated representative in writing. _____ VRE _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ VRE _____'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 _____ VRE _____ 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 _____ VRE _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ VRE _____. 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 _____ VRE _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.

2. _____ VRE _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by

_____ VRE _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph,

_____ VRE _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.

3. NVTA may terminate this Agreement, for cause, resulting from _____ VRE _____'s material breach of this Agreement. If so terminated, _____ VRE _____ shall refund to NVTA all funds NVTA provided to _____ VRE _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ VRE _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ VRE _____ may

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

_____ VRE _____ 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 _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ VRE _____ 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 _____ VRE _____.

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 _____ VRE _____, to the attention of Doug Allen, CEO
1500 King Street, Suite 202
Alexandria, VA 22314 (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

_____ VRE _____ 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: _____

NVTC/PRTC as joint owners/operators of VRE ("VRE") (Name of Recipient Entity)

By: 

Date: 7/15/2015

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVT A Project Title: VRE Franconia-Springfield Platform Improvements (8U)

Recipient Entity: VRE

Recipient Entity/Project Manager Contact Information: Norine Walker, nwalker@vre.org 703-838-5443

NVT A Program Coordinator Contact information: Keith Jasper, Keith.Jasper@thenovaaauthority.org

Project Scope

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

Detailed Scope of Services

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

1. **Project Milestone -Study Phase:** Start of Study - N/A
2. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - November 2015
3. **Project Milestones -Final Design:** Start of Final Design - July 2016
4. **Project Milestones -Right-of-Way:** N/A
5. **Project Milestone – Construction:** Start of Construction - January 2018



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (8U)

Basic Project Information

Submitting Agency: Virginia Railway Express

Project Title: VRE Franconia-Springfield Platform Improvements (8U)

Project Type (check one):

Roadway () Transit (x)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): I-95/I-395/US 1, Corridor 8

1. **Project Description:** This project includes design and construction to extend the existing north-side (Metro station side) platform at the Franconia-Springfield station 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 to allow it to service trains from either side of the platform once a future, third main track is constructed at the station.
2. **Requested NVTA Funds:** \$13,000,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:**
This project includes design and construction.
4. **Total Cost to Complete Project:** \$13,000,000
5. **Project Milestone -Study Phase:** Start of Study - N/A
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - August 2015
7. **Project Milestones -Final Design:** Start of Final Design - July 2016
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - January 2018
9. **Project Milestone – Construction:** Start of Construction - March 2018
10. **Project Milestone – Mass Transit Vehicle Acquisition:** N/A
11. **Is Project in Transaction 2040:**
Yes (X) No ()
12. **Project in 2010 CLRP:** Yes



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

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

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



Stated Benefits

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

The Franconia-Springfield platform improvements project is part of the overall VRE plan to expand Fredericksburg Line station and rail capacity. Expansion and modification of the station platforms support the expansion of VRE, and Amtrak, operational flexibility and the maintenance of on-time performance (OTP) by minimizing station dwell times and enabling the station to be serviced from all tracks, including the planned third main track. Maintaining high levels of OTP and service predictability are crucial to sustain and grow commuter/passenger rail ridership and retain VRE and Amtrak as viable regional travel options. As the railroad serves both the VRE and Amtrak trains, this project will benefit riders from all jurisdictions, including jurisdictions beyond the NVTAA boundaries.

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

VRE helps reduce regional congestion by providing an alternative commuting mode to the single occupancy vehicle. Two VRE trains in an hour carry approximately 2,000 persons or the equivalent capacity as one lane of traffic on I-95/I-395. By supporting expansion of VRE capacity in the region, the project expands the capacity of the I-95/I-395/US 1 travel corridors and contributes to the reduction of regional congestion.

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

The project will modify the VRE station platforms service longer trains and service trains from any track in the railroad ROW (or two trains at one time) and bi-directional train flows. Improvement of the Franconia-Springfield station will enhance long-term operational flexibility for VRE and freight trains, which supports expanded operational capacity within the VRE system and overall regional CSX railroad corridor as part of the larger effort to provide a continuous CSX-Fredericksburg Line third main track from Washington, DC to the VRE Crossroads Yard in Spotsylvania County. The third track project is identified in the VRE System Plan as critical to expanding VRE peak period commuter service and the establishment of bi-directional service to respond to long-term regional travel needs.

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

Commuter Rail is one of the safest modes of travel. Automobile and pedestrian safety is improved in the region by directly moving commuters and their vehicles from freeway system (one of the most dangerous) and other regional roads to commuter rail (one of the safest ways to commute).

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: VRE Franconia-Springfield Platform Improvements
 Recipient Entity: VRE
 Project Contact Information: Norine M. Walker, nwalker@vre.org, 703-838-5443

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering	\$ 1,245,000.00	\$ 1,245,000.00				
Environmental Work	\$ 315,000.00	\$ 315,000.00				
Right-of-Way Acquisition	\$ -	\$ -				
Construction	\$ 11,440,000.00	\$ 11,440,000.00				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 13,000,000.00	\$ 13,000,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering			200,000.00		620,000.00		425,000.00			
Environmental Work			315,000.00							
Right-of-Way Acquisition										
Construction							1,940,000.00		9,500,000.00	
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 515,000.00	\$ -	\$ 620,000.00	\$ -	\$ 2,365,000.00	\$ -	\$ 9,500,000.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 180,000.00		\$ 690,000.00		\$ 2,000,000.00	
October										
November										
December			\$ 85,000.00		\$ 180,000.00		\$ 125,000.00		\$ 2,500,000.00	
January			\$ 70,000.00							
February			\$ 65,000.00							
March			\$ 60,000.00		\$ 160,000.00		\$ 125,000.00		\$ 2,500,000.00	
April			\$ 70,000.00							
May			\$ 85,000.00							
June			\$ 80,000.00		\$ 100,000.00		\$ 1,425,000.00		\$ 2,500,000.00	
Total per Fiscal Year	\$ -	\$ -	\$ 515,000.00	\$ -	\$ 620,000.00	\$ -	\$ 2,365,000.00	\$ -	\$ 9,500,000.00	\$ -

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

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

Recipient Entity Official

Doug Allen
 Signature

Title *7/15/2015*

Date *Doug Allen*
 Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVT
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVT) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVT to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVT approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVT A for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVT A to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVT A approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVT A has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVT A for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion



RESOLUTION #2236

SUBJECT: Approval of the Submission of VRE's Project List to the Northern Virginia Transportation Authority (NVTA) for FY 2014-16 Funding Consideration.

WHEREAS: The passage of House Bill (HB) 2313 requires NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity;

WHEREAS: As NVTA approved an initial fiscal year (FY) 2014 project list in July 2013; and

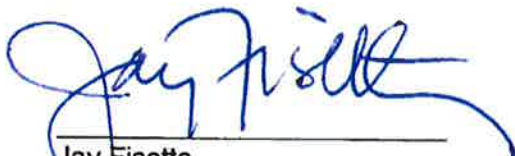
WHEREAS: NVTA has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission approve the submission of the list of VRE projects to the NVTA for consideration for funding in FY 2014-2016:

1. Slaters Lane Crossover and Signals (\$7 million)
2. VRE Rippon Platform Expansion (expand existing platform + second platform) (\$15 million)
3. VRE Manassas Park station Parking expansion (parking structure + pedestrian connection) (\$19 million)
4. VRE Crystal City Platform Expansion Study (\$2 million)
5. VRE Franconia-Springfield Platform Expansion (\$5 million)
6. Franconia-Springfield to Woodbridge Third Track (\$50 million)

BE IT FURTHER RESOLVED that NVTC authorizes the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 9th day of January, 2014.



Jay Fisette
Secretary-Treasurer



Paul C. Smedberg
Chairman



14700 Potomac Mills Road
Woodbridge, VA 22192

RESOLUTION

MOTION: CADDIGAN

RESOLUTION NO. 14-01-07

SECOND: DURANY

**OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVTA
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVTA) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVTA approved an initial Fiscal Year (FY) 2014 project list in July 2013;
and

WHEREAS, NVTA has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC).

**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
OFFICIAL COMMISSION MEETING
RESOLUTION NO. 14-01-07
PAGE 2**

VOTES:

AYES:

**AWBREY, CADDIGAN, DURANY, COVINGTON,
JONES, KELLY, MAY, MILDE, PRINCIPI, ROSS,
SKINNER, THOMAS, WAY**

NAYS:

NONE

ABSTAIN:

NONE

ABSENT DURING VOTE:

JENKINS

MEMBERS PRESENT:

**CADDIGAN, COVINGTON, JENKINS, JONES,
KELLY, MAY, MILDE, PRINCIPI, SKINNER,
THOMAS, WAY**

MEMBERS ABSENT:

ANDERSON, MILLER, NOHE, PITTARD, PULLER

ALTERNATES PRESENT:

AWBREY, DURANY, ROSS

ALTERNATES ABSENT:

**BARG, BOHMKE, HOWE, NADDONI, PAGE,
PARRISH, PATE, LASCH, SELLERS, STEWART,
WREN**

****CERTIFIED COPY****

JANUARY 9, 2014



**ALFRED H. HARF
EXECUTIVE DIRECTOR**

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**

RESOLUTION

MOTION: _____

**RESOLUTION NO. 14-01-____
OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

SECOND: _____

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVT
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVT) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVT approved an initial Fiscal Year (FY) 2014 project list in July 2013; and

WHEREAS, NVT has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVT) and the Potomac and Rappahannock Transportation Commission (PRTC).



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVT
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVT) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVT to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVT approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.



Northern Virginia
Transportation Commission
2300 Wilson Blvd. #620
Arlington, VA 22201
703.524.3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703.684.1001
VRE.org



Polomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703.580.6121

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVTa for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVTa to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVTa approved an initial fiscal year (FY) 2014 project list in July 2013; and,

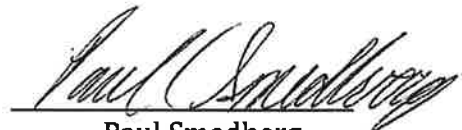
WHEREAS, NVTa has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVTa for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 28, 2014**

AGENDA

9:30	Done	Presentations
10:30	Done	Presentation of the Don Smith Award
10:40	Report Adopted	Report on General Assembly Activities
10:50	Done	Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
11:00	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Dranesville and Hunter Mill Districts Approved; Sully District Not Approved	Streets into the Secondary System (Dranesville, Hunter Mill and Sully Districts)
2	Approved	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Route 29 Widening Road Improvements (Braddock District)
3	Approved	Authorization to Advertise a Public Hearing to Establish the Strathmeade Square Community Parking District (Providence District)
4	Approved	Installation of "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Dranesville, Lee, Mount Vernon and Hunter Mill Districts)
5	Approved	Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Willow Oaks Corporate Drive (Providence District)
6	Approved	Authorization to Advertise a Public Hearing to Establish the Northern Virginia Community College Community Parking District (Braddock District)
7	Approved	Authorization to Advertise a Public Hearing on a Proposal to Abandon a Portion of Former South Van Dorn Street (Lee District)
8	Approved	Extension of Review Periods for 2232 Review Applications (Mason and Mount Vernon Districts)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 28, 2014**

**ADMINISTRATIVE
ITEMS
(Continued)**

- | | | |
|---|-----------------|--|
| 9 | Approved | Authorization for Various Fairfax County Agencies to Apply for and Accept Funding from the U.S. Department of Housing and Urban Development Through the Continuum of Care Program, and Authorization for Consolidated Plan Certification |
|---|-----------------|--|

ACTION ITEMS

- | | | |
|---|-----------------|--|
| 1 | Approved | Approval of a Project Agreement Between Cityline Partners, LLC, and Fairfax County for the Scotts Run Stream Restoration at Hanover Parcel (Providence District) |
| 2 | Approved | Approval of a Parking Reduction for Huntington Avenue Properties (Mount Vernon District) |
| 3 | Approved | Authorization to Sign Memorandums of Agreement for Distribution of 30 Percent Local Share of Northern Virginia Transportation Authority Revenues |
| 4 | Approved | Approval of the Department of Transportation's (FCDOT) Interim Title VI Plan for the Federal Transit Administration (FTA) |
| 5 | Approved | Approval of an Agreement Between Fairfax County and George Mason University to Implement an Employee Commuter Shuttle Pool Program (Braddock District) |
| 6 | Approved | Authorization to Sign Department of Rail and Public Transportation Project Funding Agreements |
| 7 | Approved | Adjustment to Fairfax Center, Centreville, Tysons, Tysons-Wide and Tysons Grid of Streets Road Funds and Approval of Proposed Projects and Studies (Dranesville, Springfield, Braddock, Sully, Providence Districts) |
| 8 | Approved | Comments in Response to the Notice of Proposed Rulemaking Issued by the Federal Communications Commission ("FCC") on September 26, 2013, Regarding Co-Locations of Telecommunications Equipment and the Time Parameters for Processing the Review of Telecommunications Applications |
| 9 | Approved | Approval of Transportation Project Priorities for FY 2015 – FY 2020, and Project Submissions for Northern Virginia Transportation Authority's Consideration for FY 2014 – FY 2016 |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 28, 2014**

**ACTION ITEMS
(Continued)**

10	Approved	Amendment to Deed of Lease with Comstock Reston Station Holdings, LC Regarding Private Development above County-Owned Garage at Wiehle-Reston East Metrorail Station
11:10	Done	Matters Presented by Board Members
12:00	Done	Closed Session
3:00	Held	Annual Meeting of the Fairfax County Solid Waste Authority

**PUBLIC
HEARINGS**

3:30	Approved	Decision Only on Proposed Area Plans Review Nominations 09-IV-IMV and 09-IV-15MV, Located Northwest of Richmond Highway, and Northeast Huntington Avenue (Mount Vernon District)
3:30	Public Hearing deferred to 2/11/2014 at 3:30 p.m.	Public Hearing on RZ 2013-SU-010 (Christopher Land, L.L.C.) (Sully District)
4:00	Approved	Public Hearing on RZ 2013-MV-001(A&R Huntington Metro, LLC (Mount Vernon District)
4:00	Approved	Public Hearing on Adoption of Chapter 124 (Stormwater Management Ordinance), Repeal of Chapters 105 (Pollution of State Waters) and 106 (Storm Drainage), and Proposed Amendments to Chapters 101 (Subdivision Ordinance), 104 (Erosion and Sedimentation Control), 112 (Zoning Ordinance), 118 (Chesapeake Bay Preservation Ordinance), and Appendix Q (Land Development Services Fees) of The Code of the County of Fairfax, Virginia Re: Implementation of the Virginia Stormwater Management Act (Va. Code Ann. § 62.1-44.15:24, et seq.) and Virginia Stormwater Management Program (VSMP) Regulation (9 VAC 25-870 et seq.)
4:00	Approved	Public Hearing on Proposed Amendments to Chapter 6 (Storm Drainage) and Chapter 12 (Vegetation Preservation and Planting) of the Public Facilities Manual (PFM) Re: Water Quality Controls, Adequate Outfall, Detention, Maintenance of Stormwater Management Facilities, and Replanting of Disturbed Areas

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 28, 2014**

**PUBLIC
HEARINGSS
(Continued)**

4:30	Deferred Decision Only to 2/11/14 at 4:00 p.m.	Public Hearing on SEA 2009-DR-008 (Oakcrest School) (Hunter Mill District)
4:30	Deferred Decision Only to 2/11/14 at 3:30 p.m.	Public Hearing on Proposed Reston Master Plan Special Study (Phase I) Plan Amendment Item ST09-III-UP1(A), Consisting of the Reston-Herndon Suburban Center (Hunter Mill and Dranesville District)

ACTION – 9

Approval of Transportation Project Priorities for FY 2015 – FY 2020, and Project Submissions for Northern Virginia Transportation Authority's Consideration for FY 2014 – FY 2016

ISSUE:

Board approval is requested for transportation project priorities for FY 2015 – FY 2020, and projects selected for Northern Virginia Transportation Authority's (NVTa) FY 2014 – FY 2016 regional "Call for Projects."

RECOMMENDATION:

The County Executive recommends that the Board take the actions below. These actions will establish the major County transportation projects for the next six years.

1. Approve transportation project priorities for FY2015 – FY2020 (Attachment I),
2. Approve projects selected for NVTa's consideration for FY2014 – FY2016 regional funding (Attachment IV),
3. Direct staff to return to the Board with project timelines, and
4. Direct staff to pursue funding for these projects from regional, state, and federal sources.

TIMING:

The Board should act on this item on January 28, 2014, so staff can continue to move forward with implementation of projects as expeditiously as possible, and staff can submit the County's FY 2014 – FY 2016 priorities to NVTa by January 31, 2014.

BACKGROUND:

Funding Allocation/Project Selection

During the Board's retreat in February 2012, staff presented to the Board transportation funding needs and revenue estimates over a ten year period. This information included a deficit of approximately \$3 billion over the ten years. Staff discussed a variety of possible sources of revenue to address the deficit. The Board directed staff to conduct

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an outreach effort to inform the public of the County's transportation needs and discuss potential sources of new revenue.

In spring and summer 2012, staff worked collaboratively with the Transportation Advisory Commission (TAC), and various other stakeholders to develop a public outreach strategy. The Board subsequently approved the resulting approach to the outreach strategy known as the "*Countywide Dialogue on Transportation*" (CDOT).

In Fall 2012, staff held numerous public meetings countywide, developed a website of information concerning the effort, and conducted an online survey on potential new transportation funding sources. Upon completion of the outreach effort, staff and the TAC presented the public's comments on CDOT and results of the survey to the Board.

During the 2013 session of the Virginia General Assembly, a variety of transportation funding strategies and bills were considered. On April 3, 2013, the Governor's Transportation Plan (HB 2313) was adopted. The plan included new funds for transportation statewide and additional funds for Northern Virginia.

Starting July 1, 2013, HB 2313 secures about \$300 million per year for the Northern Virginia region, approximately half (or \$150 million) is anticipated to be available in Fairfax County. The Commonwealth also receives additional transportation funds from HB 2313. A portion of these funds are expected to be available for projects in Fairfax County. Between FY 2014 and FY 2020, it is estimated that approximately \$375 million in new state funding will be used for transit and roadway projects in Fairfax County.

The original CDOT effort did not address the prioritization and selection of projects. As a result, staff engaged the public in a second outreach effort in 2013 to determine which projects were most important to the public. In preparation for this outreach, FCDOT staff identified 214 unfunded projects and developed project description sheets, cost estimates, and cost benefit analysis information.

The outreach effort included five meetings and numerous meetings by request (i.e. chambers of commerce, civic associations, home owner associations, etc) with total attendance of over 360. Efforts to engage the public in project selection included an extensive presence on the web (Facebook, Twitter, YouTube, interactive web page, social voting), a survey to be taken online or in person, news releases through multiple sources, media interviews, Quick Read (QR) codes, and gas station advertising. The public was asked to select projects that were important to them. Respondents were encouraged to suggest other projects as well. Project categories included: interchanges, roadway extensions and widenings, spot improvements, transit capital and operating, and bicycle and pedestrian projects. The total estimate to complete the 214 projects is

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over \$4 billion. The survey was conducted between October 25, 2013, and November 22, 2013. A total of 2,554 responses were received.

FCDOT staff hired a consultant to develop a cost benefit analysis (CBA) to be used as one of the factors in project selection. The CBA included data related to congestion reduction, travel time savings, and emissions reductions to develop a ratio of benefits to cost which staff considered in identifying recommended priority projects.

Once the outreach effort concluded, staff compiled the results of the surveys and public comments, and incorporated the findings with other project prioritization criteria for project selection. Selection criteria that was presented to the public is shown below:

- Congestion Reduction
- Economically Disadvantaged Populations
- Mode Balance
- Safety
- Travel Time Savings
- Community Input
- School and Park Access
- Regional Consideration (included in NVTATransAction 2040)
- Countywide Balance
- Disabled/Elderly Populations
- Economic Development (support for revitalization areas and major Activity Centers)
- Healthy Communities Initiative
- Air Quality

To ensure projects with the highest priority were selected, staff divided into subcommittees based on project type and employed the survey results and public comments along with the selection criteria above to determine which projects should be proposed to the Board for funding over the next six years. In addition to the selection criteria above, staff also considered projects that:

- Address high congestion areas
- Complete improvements on corridors
- Fill “gaps” in a network
- Are included in the 2009 Transit Development Plan (TDP)
- Connect to transit
- Connect neighborhoods
- Provide new transit links between residential and activity centers
- Enhance existing transit links
- Are included in the draft Bicycle Master Plan (BMP)
- Allocate funds for future design

On December 17, 2013, staff presented a proposed list of project priorities for FY2015 – FY2020 to the Board Transportation Committee (BTC). Since the BTC meeting, Board members and aides have provided feedback on the list of proposed projects. The revised list of proposed projects incorporates comments received from Board members.

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The revised list of proposed projects for funding, and those projects not proposed for funding at this time can be found as Attachments I and II, respectively.

In addition to the new project recommendations, staff requests approximately \$57.6 million of funds be used on projects previously approved by the Board (see below, Attachment III).

\$ in Millions	Description
\$30.10	Tysons Funding Plan; Board approved January 2013
\$23.60	Dulles Rail Phase I Connector Service; Board approved June 2013
\$ 3.00	Pedestrian Projects Cost Overruns
\$ 0.88	Increases in Project Estimates for Spot Improvements and the Springfield CBD Parking Garage Study
\$57.60	Total

The Board was also asked to consider allocating \$75 million to projects previously partially funded (see below, Attachment III). These projects are considered to have an immediate, critical need for funding. Some of them are necessary for further expansion of Fairfax Connector service.

\$ in Millions	Description
\$35	Tysons Funding Plan Deficit
\$ 3	Route 123 Superstreets (Tysons)
\$20	West Ox Phase II Construction
\$10	Richmond Highway Transit Center
\$ 1	Lorton VRE Park & Ride Expansion
\$ 6	Herndon Bus Garage Renovations
\$75	Total

Of the unfunded projects presented during the public outreach efforts, staff proposes allocating funds to each category of projects as follows. For a comprehensive list of projects by category, project descriptions, and cost estimates, please see Attachment I.

\$ in Millions	Description	Percent of Total
\$ 195.0	Interchanges	15.0%
\$ 115.3	Extensions	8.8%
\$ 66.0	Spot Improvements	5.1%
\$ 381.3	Roadway Widening	29.4%
\$ 326.8	Transit Capital/Operating	25.2%
\$ 204.0	Bicycle and Pedestrian Projects	15.7%
\$ 10.0	Reserve for Capital Projects	0.8%
\$1,298.4		100.0%

Some of the project category allocations include funding for reserves. Staff proposes allocating some funding to four reserve categories, so that there are funds available to implement the results of study efforts. These reserves are:

- Transit capital needs for:
 - Virginia Railway Express capital improvements,
 - Metro 2025 projects,
 - Fairfax Connector capital improvements,
 - Implementation of the Richmond Highway and Route 7 alternatives analysis studies, and
 - The Countywide Transit Network Study.
- Improvements along the Fairfax County Parkway,
- Spot improvement projects, and
- Bicycle and pedestrian projects.

It is envisioned that the basic elements of the CDOT effort will be revisited each year resulting in a rolling County Six-Year Plan (CSYP) for transportation. It will also be updated to reflect actions of the Commonwealth Transportation Board, the Northern Virginia Transportation Authority, and other funding agencies and project schedules.

As the CSYP will be revised annually, projects that are not being proposed for funding at this time may be proposed in future years. It is also anticipated that revenue estimates will change. In addition, it is possible that the Board may modify project priorities in the future.

It should be noted that as this is a six year plan for priority projects, many projects may not start for a few years. Staff will return to the Board with proposed priorities for project scheduling and implementation.

NVTA Call for Projects

NVTA released a "Call for Projects" for unallocated FY 2014 revenues, FY 2015, and FY 2016. This is the beginning of NVTA's Six Year Program (SYP). Funding for these capital projects is provided by NVTA's 70 percent regional share that NVTA retains. Project applications are due to NVTA's Project Implementation Working Group (PIWG) by January 31, 2014. NVTA is expected to approve agency and jurisdiction project submissions following a congestion analysis required by the General Assembly. The analysis is being conducted by VDOT.

This Call for Projects will allow NVTA to undertake a condensed schedule for development of the first three years of its SYP (FY 2014, FY 2015 and FY 2016). NVTA anticipates approving a full six years of projects during next year's Call for Projects.

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Projects recommended for NVTa consideration for FY 2014 – FY 2016 funding have been included as Attachment IV. These projects are a subset of the projects included in Attachment I. Fairfax County's total request for funding from NVTa is over \$220 million. Many of these projects will require funding beyond FY 2016, and staff will seek funding for projects in need of additional funding through NVTa and other sources in FY 2017 – FY 2021.

FISCAL IMPACT:

The current estimate of revenues available for transportation projects in Fairfax County through FY 2020 is \$1.4 billion. There are multiple sources of revenues considered over the next six years, the largest sources of funding are due to HB 2313 and include, NVTa local and regional funds (\$902 million), and additional state aid (\$376 million) for roadway construction and transit. Also included in this total are general obligation bonds and commercial and industrial property taxes for transportation that have not been previously allocated by the Board. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment I: Recommended Priority Project List for Funding (FY 2015 – FY 2020)
Attachment II: Projects Not Recommended for the Priority Project List
Attachment III: List of Previously Funded/Board Approved Projects
Attachment IV: Recommended Projects for Northern Virginia Transportation Authority's FY 2014 – FY 2016 Call for Projects
Attachment V: Fairfax County Funded Transportation Projects

STAFF:

Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Todd Minnix, Chief, Transportation Design Division, FCDOT
Karyn Moreland, Capital Projects and Operations Division, FCDOT
Leonard Wolfenstein, Transportation Planning Division, FCDOT
Randy White, Transit Services Division, FCDOT
Ray Johnson, Coordination and Funding Division, FCDOT

**Attachment I: Revised Recommended Priority Project List for Funding
FY 2015 - FY 2020**

ID #	Project Name	District	Est Cost (\$M)	6-Year Funding Recomm. (\$M)	Remarks/Scope
Project Funding Recommendation - Transit					
75	Braddock Rd P&R Lot	Braddock	\$10.00	\$7.50	-Project supports both transit and future HOV operation along Braddock Road between Burke Lake Road and I-495. -Construct commuter parking lot with approximately 500 spaces adjacent to Braddock Road near Kings Park West.
76	Columbia Pike Transit Service	Mason	\$135.00	\$9.50	-Estimated cost for capital and 2 year of operation for streetcar service.
	Capital			\$3.50	\$3.5M is balance needed for Fairfax County share of approximately \$50M; remainder of share to be funded via CMAQ. Improves access to Baileys Crossroads and facilitates economic development and revitalization; encourages creation of a walkable, bikeable, Columbia Pike.
	Operating			\$6.00	\$3M per year operating.
81	Fairfax County Parkway (Rt 286) Enhanced Bus Service	Braddock, Hunter Mill, Lee, Mt. Vernon, Springfield, Sully	\$47.00	\$7.10	-Includes further study needed to identify sites and costs for potential transit stations and park-and-ride lots, and route-level planning. -Implement enhanced bus service in FY-20 between Herndon-Monroe Park-and-Ride and Fort Belvoir via Fairfax County Parkway. Provides significant missing cross-county transit link.
83	South County Feeder Bus Service	Braddock, Lee, Mason, Mt. Vernon	\$106.50	\$24.90	-Includes route-level planning. Project to be implemented in phases. Estimated cost of capital and 3 years of operating. -Purchase buses and improve service levels on bus routes serving Richmond Highway, Kingstowne, and Springfield.
	Capital			\$10.50	\$10.5M for 21 buses.
	Operating			\$14.40	\$4.8M per year operating.
84	Vienna Metro Feeder Bus Service Expansion	Braddock, Hunter Mill, Providence, Springfield, Sully	\$132.50	\$46.80	-Includes route-level planning. Project to be implemented in phases. Estimated cost of capital and operating for 3 years. -Purchase buses, add new routes, and improve service levels on existing routes that serve the Vienna Metrorail station.
	Capital			\$31.50	\$31.5M for 63 buses.
	Operating			\$15.30	\$5.1M per year operating.
85	Vienna/Centreville Cross-County Bus Service	Braddock, Dranesville, Hunter Mill, Providence, Springfield, Sully	\$116.50	\$31.50	-Includes route-level planning. Project to be implemented in phases. Estimated cost of capital and 3 years operating. -Purchase buses and implement new cross-county limited-stop/express bus service serving Vienna and Centreville.
	Capital			\$16.50	\$16.5M for 33 buses.
	Operating			\$15.00	\$5M per year operating.
N/A	Transit Reserve			\$199.46	Reserve for future transit needs, these needs may include capital and operating costs, including: Metro 2025 (Momentum), Virginia Railway Express, Fairfax Connector; implementation of the Richmond Highway and Route 7 Alternatives Analyses, and implementation of the Countywide Transit Network Study.
Total Transit				\$326.76	

**Attachment I: Revised Recommended Priority Project List for Funding
FY 2015 - FY 2020**

ID #	Project Name	District	Est Cost (\$M)	6-Year Funding Recomm. (\$M)	Remarks/Scope
116	Fair Lakes Boulevard Walkway	Springfield	\$0.60	\$0.60	Construct walkway on south side of Fair Lakes Boulevard from Stringfellow Road to retail center.
117	Fairfax County Parkway Bicycle Wayfinding Signage	Braddock, Dranesville, Hunter Mill, Springfield, Braddock, Sully	\$0.08	\$0.08	Install bicycle way finding signs along the Fairfax County Parkway and Franconia-Springfield Parkway.
119	Fleet Drive Walkway	Lee	\$0.80	\$0.80	Construct walkway on east side of Fleet Drive from Yadkin Court to existing walkway south of Franconia Road.
120	Fort Hunt Road Walkway	Mount Vernon	\$0.40	\$0.40	Construct walkway on east side of Fort Hunt Road from Belle View Boulevard to Belle View Elementary School.
121	Fox Mill Road Walkway	Hunter Mill	\$2.40	\$2.40	Construct walkway on north side of Fox Mill Road from Fairfax County Parkway to Reston Parkway.
122	Franconia Road Median Refuge	Lee	\$0.20	\$0.20	Construct pedestrian median refuge area on Franconia Road at Westchester Street and Rose Hill Shopping Center.
123	Franconia-Springfield Metrorail Station/VRE Enhanced Bicycle Parking	Lee	\$0.13	\$0.13	Install covered bicycle parking to accommodate at least 30 bicycles. Improvements to the access driveway pavement and lighting and security may also be provided.
124	Gallows Road/Route 50	Providence	\$0.25	\$0.25	Install signalized crosswalks at Arlington Boulevard (Route 50) and Gallows Road Interchange.
125	Georgetown Pike Walkway (Phase IV)	Dranesville	\$1.00	\$1.00	Construct walkway on north side of Georgetown Pike from Seneca Shopping Center to Falls Bridge Lane.
126	Glade Drive Walkway	Hunter Mill	\$0.20	\$0.20	Construct walkway on north side of Glade Drive from Middle Creek Lane to Glade Bank Way.
127	Glade Drive Walkway	Hunter Mill	\$0.40	\$0.40	Construct walkway on north side of Glade Drive from Colts Neck Road to Reston Parkway.
128	Glen Forest Drive Walkway	Mason	\$1.20	\$1.20	Construct walkway on south side of Glen Forest Drive from retail center on Route 7 to Glen Forest Elementary School.
129	Government Center Area Bicycle Demonstration Project	Braddock	\$0.18	\$0.18	Road diet on roadways to make the area more bicycle friendly. Government Center Pkwy from Random Hills Rd to Fairfax City: Post Forest Dr (West Ox Rd to Gov't Center Pkwy), Legato Rd (Post Forest Dr to US 29), and Ridge Top Rd (Random Hills Rd to US 29).
131	Gunston Cove Road Walkway	Mount Vernon	\$0.50	\$0.50	Construct walkway on north side of Gunston Cove Road from Cranford Street to Amsterdam Street.

Attachment IV: Recommended Projects for Northern Virginia Transportation Authority's FY2014 – FY2016 Call for Projects

ID #		Total Project Estimate	Proposed FY14-FY16 NVTA Funding	Scope
Interchanges				
10	South Van Dorn St. and Franconia Road	\$139,500,000	\$5,000,000	-Prelim Study completed in 2010. Partial funding to update study and recommend Interim improvements. -The previous study recommended a grade-separated interchange at the intersection of South Van Dorn Street and Franconia Road. The project would include pedestrian and bicycle facilities.
Extensions				
16	Frontier Drive from Franconia Springfield Parkway to Loisdale Road plus braided ramps	\$84,500,000	\$9,450,000	-Partial funding for study, preliminary engineering, and environmental analysis. Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and braided ramps to and from the Parkway. Provide on-street parking along Frontier Drive as well as pedestrian and bicycle facilities. Supports future relocation of the FBI to Springfield and access between Loisdale Road Medical Campus and Franconia-Springfield Metrorail.
18	Shirley Gate Road from Braddock Road to Fairfax County Parkway/Popes Head Road	\$39,500,000	\$6,000,000	-Partial funding for study, preliminary engineering, and environmental analysis. Extend 4-lane divided Shirley Gate Road from Braddock Road to the Fairfax County Parkway, north of Popes Head Road. The project would include a raised median and pedestrian and bicycle facilities. Provides alternative/shorter route to/from GMU and Fairfax City via Route 50/Jermantown area and potentially reduces congestion on Braddock Road (west of Shirley Gate), Fairfax County Parkway (north of Popes Head), and Route 29 (west of Shirley Gate).
Widenings				
46	Braddock Road HOV - Burke Lake Road to I-495 - 6 to 8 Lanes	\$63,000,000	\$10,000,000	-Partial funding for study, preliminary engineering, and environmental analysis. Widen Braddock Road from 6 lanes to 6 lanes plus 1-HOV lane in each direction, from I-495 to Burke Lake Road. The project would include intersection improvements such as turn lanes and signalization improvements, as well as pedestrian and bicycle facilities.
49, 50, 51, 52, 53	Fairfax County Parkway Improvements	\$396,100,000	\$20,000,000	-Reserve for corridor study, EA/FONSI, and/or Preliminary Engineering. -Participation with VDOT needed.
54	Frying Pan Road - VA 28 to Centreville Road - 2 to 4 Lanes	\$41,000,000	\$6,150,000	-Partial funding for study, preliminary engineering, and environmental analysis. -Widen Frying Pan Road from 2 and 4 lanes to 6 lanes from Route 28 to Centreville Road. The project would include intersection improvements such as a turn lanes and signalization as well as pedestrian and bicycle facilities. Improves access to future Silver Line Metrorail Station and Dulles Airport. Could provide some relief to Centreville Road. Completes "missing" segments between existing sections of roadway already widened by development.
58	Rolling Road - Old Keene Mill Rd to Franconia Springfield Pkwy - 2 to 4 Lanes	\$35,200,000	\$27,700,000	-VDOT has \$7.5 M allocated thru FY19. Supplemental Funding provided (40%) to advance to ROW phase. -Widen Rolling Road from 2 to 4 lanes, including parking lanes in each direction for some sections of the roadway. The project would include an 8' asphalt trail along the west side and 5' concrete sidewalk along the east side of Rolling Road. Improves access to EPG and Ft. Belvoir.
60	US 1 (Richmond Hwy) - Mt Vernon Mem Hwy to Napper Road - 4 to 6 Lanes	\$90,000,000	\$13,500,000	-Partial funding for study, preliminary engineering, and environmental analysis. -Complements current project under construction from Telegraph to Mt. Vernon Mem. Highway/Mulligan Rd. -Widen Route 1 from 4 to 6 lanes from Mount Vernon Memorial Highway (VA 235) to Napper Road. This project would include pedestrian and bicycle facilities. Corridor of regional significance. Facilitates economic development and eliminates current choke point between Mulligan Road and Mt. Vernon Memorial Highway (north). Completes widening of Rte. 1 to 6 lanes from Ft. Belvoir to Alexandria. Project will include provisions for Transit.
62	VA 28 (Centreville Road) - Old Centreville (Rt 29) to PW County Line at Bull Run - 4 to 6 Lanes	\$47,350,000	\$7,100,000	-Partial funding for study, preliminary engineering, and environmental analysis. Complements I-66/VA 28 Interchange, w/ Project #3, #63, and #64 completes VA 28 corridor through entire County. -Widen Route 28 (Centreville Road) from 4 to 6 lanes from Old Centreville Road to Prince William County Line, including Intersection Improvements and pedestrian and bicycle facilities. Reduces significant congestion between Prince William County and Centreville. Corridor of Regional Significance and improves access to Dulles Airport, Reston and Herndon areas. Large development just south of County line will exacerbate existing congestion. On state Delegate/Senator radar. VDOT looking at interim safety and access improvements south of County line.

Attachment IV: Recommended Projects for Northern Virginia Transportation Authority's FY2014 – FY2016 Call for Projects

66	US 29 (Lee Hwy) West of Fairfax - Union Mill to Buckley's Gate Drive - 4 to 6 Lanes	\$32,700,000	\$10,000,000	-Partial funding for study, preliminary engineering, and environmental analysis. Complements VDOT project at Little Rock Run (Bridge Replacement) UPC 59094. Completes widening of Rte 29 from Shirley Gate to Centreville. -Widen Route 29 from 4 to 6 lanes from Union Mill Road to Buckley's Gate Drive and provide pedestrian facilities on the north side of Route 29. Last segment of Rte. 29 between Fairfax City and Centreville that is not 6-lanes. Eliminates last remaining bottleneck.
N/A	Route 7 Widening - Dulles Toll Road Bridge	-	\$13,900,000	Shortfall in Funding of existing VDOT Project
57	Pohick Rd - US 1 (Richmond Hwy) to I-95 - 2 to 4 Lanes	\$29,250,000	\$5,000,000	-Partial funding for study, preliminary engineering, and environmental analysis. Previously rated as high priority project. -Widen Pohick Road from 2 to 4 Lanes from Route 1 (Richmond Highway) to I-95. The project would include Intersection signalization improvements, and pedestrian and bicycle facilities. Eliminates choke point between Rte. 1 and I-95.
Transit Capital				
N/A	West Ox Phase II Construction	\$20,000,000	\$20,000,000	-Construction of facility expansion at the West Ox bus garage. Expansion necessary for increased Fairfax Connector service.
N/A	Innovation Center Metrorail Station Construction	\$89,000,000	\$48,000,000	Construction of new Metrorail station facility. Completes funding necessary to fully construct the facility.
82	Fairfax County Parkway Bus Purchase (22)	\$11,000,000	\$11,000,000	-Includes further study needed to identify sites and costs for potential transit stations and park-and-ride lots, and route-level planning. -Implement enhanced bus service in FY-20 between Herndon-Monroe Park-and-Ride and Fort Belvoir via Fairfax County Parkway. Provides significant missing cross-county transit link.
N/A	VRE Franconia-Springfield Platform Extension	\$5,000,000	\$5,000,000	Platform extension at Franconia-Springfield for \$5M that will allow VRE to serve the station by fully utilizing both tracks. The current platform is too short to use on regularly scheduled service. Therefore expanding it is consistent with our emerging System Plan recommendations that will reflect more bi-directional trains. Having dual platforms at all the Fredericksburg line stations will provide much more flexibility and add train moving capacity to the line.
N/A	VRE 3rd Track, Franconia-Springfield to Woodbridge	\$66,000,000	\$9,900,000	The overall project expands rail capacity for VRE commuter rail service as well as Amtrak intercity passenger service and freight service. The addition of a third track between Franconia-Springfield and Woodbridge increases the capacity and efficiency of train movements and decreases rail congestion between Fredericksburg and Washington, D.C. for VRE commuter rail service as well as Amtrak intercity passenger service and freight service. It is a key project that contributes to the fluidity in the I-95 rail corridor serving northern Virginia. This project is critical to enable VRE to expand its capacity and service consistent with the VRE System Plan to address future demand for VRE service in the northern Virginia region and reduce regional highway congestion by providing travel alternatives to the region's travelers.
N/A	Richmond Highway Transit Center	\$10,000,000	\$10,000,000	Construction of a transit center in the Richmond Highway corridor. Consistent with Richmond Highway Public Transportation Initiative. Location study underway.
Total		\$1,199,100,000	\$237,700,000	

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 997-80651 (Rippon Station Expansion and Second Platform)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 997-80651.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 997-80651 (Rippon Station Expansion and Second Platform), in accordance with the NVTAs approved Project Description Sheet for each project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Virginia Railway Express 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 997-80651

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
NVTC/PRTC as joint owners/operators of VRE ("VRE")
(Recipient Entity)**

NVTA Project Number: 997-80651

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 NVTC/PRTC as joint owners/operators of VRE ("VRE") ("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, _____ VRE _____ 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 _____ VRE _____'s application for funding and has approved _____ VRE _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ VRE _____, 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 _____ VRE _____ to finance the Project;

WHEREAS, NVTA agrees that _____ VRE _____ will design and/or construct the Project or perform such other specific work for the Project and _____ VRE _____ 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 _____ VRE _____'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 _____ VRE _____'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

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

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

B. NVTA's Obligations

NVTA shall:

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

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

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

_____ VRE _____ 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 _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ VRE _____ 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 _____ VRE _____.

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 _____ VRE _____, to the attention of Doug Allen, CEO
1500 King Street, Suite 202
Alexandria, VA 22314 (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

_____ VRE
_____ 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: _____

NVTC/PRTC as joint owners/operators of VRE ("VRE") (Name of Recipient Entity)

By: Ray Allen

Date: 7/15/2015

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVT A Project Title: VRE Rippon Station Platform Improvements

Recipient Entity: VRE

Recipient Entity/Project Manager Contact Information: Norine Walker, nwalker@vre.org 703-838-5443

NVT A Program Coordinator Contact information: Keith Jasper, Keith.Jasper@thenovaauthority.org

Project Scope
Project Description:

Detailed Scope of Services
1. Total Cost to Complete Project: \$14,633,000 2. Project Milestone -Study Phase: Start of Study - N/A 3. Project Milestone -Preliminary Engineering (30% Design): Start of PE - November 2015 (This includes Environmental Work) 4. Project Milestones -Final Design: Start of Final Design - November 2016 5. Project Milestones -Right-of-Way: ROW acquisitions completed - N/A 6. Project Milestone – Construction: Start of Construction (month/year) - January 2018



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (8V)

Basic Project Information

Submitting Agency: Virginia Railway Express

Project Title: VRE Rippon Station Platform Improvements (8V)

Project Type (*check one*):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVT A Corridor Number (1-8): I-95/I-395/US 1, Corridor 8

1. **Project Description:** This project 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.
2. **Requested NVT A Funds:** \$10,000,000
3. **Phase(s) of Project Covered by Requested NVT A Funds:**
This project includes NEPA, design and construction.
4. **Total Cost to Complete Project:** \$14,633,000
5. **Project Milestone -Study Phase:** Start of Study (month/year) N/A
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE (month/year) August 2015
7. **Project Milestones -Final Design:** Start of Final Design - September 2016
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - October 2017
9. **Project Milestone – Construction:** Start of Construction - January 2018
10. **Project Milestone – Mass Transit Vehicle Acquisition:** N/A
11. **Is Project in Transaction 2040:**
Yes (x) No ()
12. **Project in 2010 CLRP:** Yes



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

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

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



Stated Benefits

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

The requested funding expedites the delivery of the project. The Rippon second platform is part of the overall VRE plan to expand Fredericksburg Line station capacity to be able to serve all stations from either side of the railroad ROW which expands VRE operational flexibility and supports the maintenance of on-time performance (OTP). Second platforms are already in place on the Fredericksburg Line at Alexandria, Franconia-Springfield and Woodbridge. Maintaining high levels of OTP and service predictability are crucial to sustain and grow commuter rail ridership and retain VRE as a viable regional travel option.

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

VRE helps reduce regional congestion by providing an alternative commuting mode to the single occupancy vehicle. Two VRE trains in an hour carry approximately 2,000 persons or the equivalent capacity as one lane of traffic on I-95/I-395. By supporting expansion of VRE capacity in the region, the project expands the capacity of the I-95/I-395/US 1 travel corridors and contributes to the reduction of regional congestion.

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

The project will modify the VRE station platforms service longer trains and service trains from any track in the railroad ROW, or two trains at one time, and bi-directional train flows. Improvement of the Rippon station will enhance long-term operational flexibility for VRE and freight trains, which supports expanded operational capacity within the VRE system and overall regional CSX railroad corridor as part of the larger effort to provide a continuous CSX-Fredericksburg Line third main track from Washington, DC to the VRE Crossroads Yard in Spotsylvania County. The third track project is identified in the VRE System Plan as critical to expanding VRE peak period commuter service and the establishment of bi-directional service to respond to long-term regional travel needs.

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

Commuter Rail is one of the safest modes of travel. Automobile and pedestrian safety is improved in the region by directly moving commuters and their vehicles from freeway system (one of the most dangerous) and other regional roads to commuter rail (one of the safest ways to commute).

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: VRE Rippon Station Expansion and Second Platform (Sheet 1 of 2)
 Recipient Entity: VRE
 Project Contact Information: Norine M. Walker, nwalker@vre.org, 703-838-5443

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 400,000.00	\$ 205,000.00	\$ -	CMAQ	\$ 195,000.00	\$ -
Engineering	\$ 1,400,000.00	\$ 745,000.00		CMAQ	\$ 655,000.00	
Environmental Work						
Right-of-Way Acquisition						
Construction	\$ 12,833,000.00	\$ 9,050,000.00		CMAQ	\$ 3,783,000.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 14,633,000.00	\$ 10,000,000.00	\$ -	\$ -	\$ 4,633,000.00	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work			\$ 164,000.00		\$ 41,000.00					
Engineering					558,750.00		186,250.00			
Environmental Work										
Right-of-Way Acquisition										
Construction							1,810,000.00		6,335,000.00	
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 164,000.00	\$ -	\$ 599,750.00	\$ -	\$ 1,996,250.00	\$ -	\$ 6,335,000.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 41,000.00		\$ 93,125.00		\$ 1,583,750.00	
October										
November										
December			\$ 24,200.00		\$ 139,687.50		\$ 93,125.00		\$ 1,583,750.00	
January			\$ 25,000.00							
February			\$ 25,000.00							
March			\$ 24,200.00		\$ 195,562.50		\$ 362,000.00		\$ 1,583,750.00	
April			\$ 21,866.00							
May			\$ 21,866.00							
June			\$ 21,868.00		\$ 223,500.00		\$ 1,448,000.00		\$ 1,583,750.00	
Total per Fiscal Year	\$ -	\$ -	\$ 164,000.00	\$ -	\$ 599,750.00	\$ -	\$ 1,996,250.00	\$ -	\$ 6,335,000.00	\$ -

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

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

Recipient Entity Official

Doug Allen

Signature

Title 7/15/2015

Date Doug Allen

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: VRE Rippon Station Expansion and Second Platform (Sheet 2 of 2)
 Recipient Entity: VRE
 Project Contact Information: Norine M. Walker, nwalker@vre.org, 703-838-5443

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 400,000.00	\$ 205,000.00	\$ -	CMAQ	\$ 195,000.00	\$ -
Engineering	\$ 1,400,000.00	\$ 745,000.00		CMAQ	\$ 655,000.00	
Environmental Work						
Right-of-Way Acquisition						
Construction	\$ 12,833,000.00	\$ 9,050,000.00		CMAQ	\$ 3,783,000.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 14,633,000.00	\$ 10,000,000.00	\$ -	\$ -	\$ 4,633,000.00	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2020									
	PayGo	Financed								
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction	905,000.00									
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 905,000.00	\$ -								

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	Total Fiscal Year 2020									
	PayGo	Financed								
July										
August										
September	\$ 905,000.00									
October										
November										
December										
January										
February										
March										
April										
May										
June										
Total per Fiscal Year	\$ 905,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

Signature

Title

Date

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVTA
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVTA) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVTA approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVRTA for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVRTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVRTA approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVRTA has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVRTA for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion



RESOLUTION #2236

SUBJECT: Approval of the Submission of VRE's Project List to the Northern Virginia Transportation Authority (NVTA) for FY 2014-16 Funding Consideration.

WHEREAS: The passage of House Bill (HB) 2313 requires NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity;

WHEREAS: As NVTA approved an initial fiscal year (FY) 2014 project list in July 2013; and

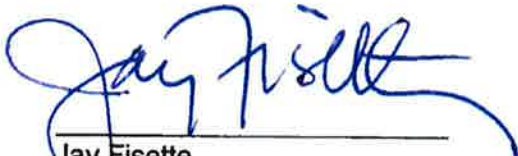
WHEREAS: NVTA has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission approve the submission of the list of VRE projects to the NVTA for consideration for funding in FY 2014-2016:

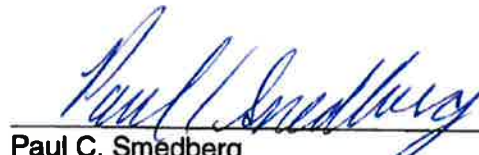
1. Slaters Lane Crossover and Signals (\$7 million)
2. VRE Rippon Platform Expansion (expand existing platform + second platform) (\$15 million)
3. VRE Manassas Park station Parking expansion (parking structure + pedestrian connection) (\$19 million)
4. VRE Crystal City Platform Expansion Study (\$2 million)
5. VRE Franconia-Springfield Platform Expansion (\$5 million)
6. Franconia-Springfield to Woodbridge Third Track (\$50 million)

BE IT FURTHER RESOLVED that NVTC authorizes the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

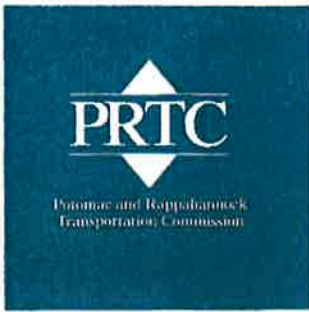
Approved this 9th day of January, 2014.



Jay Fisette
Secretary-Treasurer



Paul C. Smedberg
Chairman



14700 Potomac Mills Road
Woodbridge, VA 22192

RESOLUTION

MOTION: CADDIGAN

RESOLUTION NO. 14-01-07

SECOND: DURANY

**OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVT
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVT) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVT approved an initial Fiscal Year (FY) 2014 project list in July 2013;
and

WHEREAS, NVT has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVT) and the Potomac and Rappahannock Transportation Commission (PRTC).

**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
OFFICIAL COMMISSION MEETING
RESOLUTION NO. 14-01-07
PAGE 2**

VOTES:

AYES:

**AWBREY, CADDIGAN, DURANY, COVINGTON,
JONES, KELLY, MAY, MILDE, PRINCIPI, ROSS,
SKINNER, THOMAS, WAY**

NAYS:

NONE

ABSTAIN:

NONE

ABSENT DURING VOTE:

JENKINS

MEMBERS PRESENT:

**CADDIGAN, COVINGTON, JENKINS, JONES,
KELLY, MAY, MILDE, PRINCIPI, SKINNER,
THOMAS, WAY**

MEMBERS ABSENT:

ANDERSON, MILLER, NOHE, PITTARD, PULLER

ALTERNATES PRESENT:

AWBREY, DURANY, ROSS

ALTERNATES ABSENT:

**BARG, BOHMKE, HOWE, NADDONI, PAGE,
PARRISH, PATE, LASCH, SELLERS, STEWART,
WREN**

****CERTIFIED COPY****

JANUARY 9, 2014



**ALFRED H. HARF
EXECUTIVE DIRECTOR**

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**

RESOLUTION

MOTION: _____

**RESOLUTION NO. 14-01-_____
OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

SECOND: _____

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVTA
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVTA) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVTA approved an initial Fiscal Year (FY) 2014 project list in July 2013; and

WHEREAS, NVTA has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC).



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVT
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVT) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVT to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVT approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.



Northern Virginia
Transportation Commission
2300 Wilson Blvd. #620
Arlington, VA 22201
703.524.3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703.684.1001
VRE.org



Potomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703.580.6121

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVT A for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVT A to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVT A approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVT A has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVT A for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion

MOTION:

**January 21, 2014
Regular Meeting
Res. No. 14-**

SECOND:

**RE: APPROVE THE FISCAL YEAR 2014-2016 NORTHERN VIRGINIA
TRANSPORTATION AUTHORITY REGIONAL PROJECT
APPLICATIONS AND ADOPT A LOCAL ROAD PROJECT PRIORITY
LIST FOR FUTURE FUNDING**

ACTION:

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, the Northern Virginia regional component imposes an increase of 0.7% sales tax, to a total of 6% for Northern Virginia; imposes a 2% Transient Occupancy Tax and imposes a regional congestion fee (grantors tax) of \$0.15 per \$100 valuation; and

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

WHEREAS, thirty percent (30%) of the total NVTa funding will be distributed to localities to spend on urban or secondary road construction, capital improvements that reduce congestion, projects included in TransAction 2040 or its future updates, or for public transportation purposes; and

WHEREAS, roadway and transit projects have been approved by the NVTa for FY2014, but approximately \$90 million in unallocated FY 2014 funds are still available for disbursement; and

WHEREAS, the regional (70%) funds are allocated to the NVTa for distribution among member jurisdictions through a competitive application process for regional transportation projects; and

WHEREAS, the local (30%) funds are allocated to the NVTa to be distributed on a pro rata basis directly to each locality; and

WHEREAS, the NVTa approved the "Call for Projects" at its December 12, 2013, meeting asking jurisdictions to apply for FY 2014 -2016 regional (70%) funded transportation projects; and

January 21, 2014
Regular Meeting
Res. No. 14-
Page Two

WHEREAS, the NVTa will allocate approximately \$90 million of unallocated FY 2014 funds and approximately \$210 million each year for FY 2015-2016 as part of this application process; and

WHEREAS, the NVTa will allocate approximately \$510 million in regional (70%) funding from FY2014 – 2016; and

WHEREAS, the NVTa will directly allocate approximately \$10 million in local (30%) funding to Prince William County in FY 2014; and

WHEREAS, the deadline for applications for the regional (70%) funding is January 31, 2014;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby approve the Fiscal Year 2014-2016 Northern Virginia Transportation Authority regional project applications;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors does hereby adopt the following list of regional transportation projects to receive future FY 2014 – 2016 NVTa regional (70%) funding:

- Route 1 Widening (Marys Way to Featherstone Rd.)
- Route 15 Widening (Rte. 29 to Rte. 55), including railroad overpass
- Route 28 Widening (Rte. 234 Bypass to Linton Hall Rd)
- Support VRE application for Rippon Station platform extension and second platform design with construction of extension
- Support PRTC application for Western Maintenance Facility
- Congestion Relief on Rt.28 from the City of Manassas Park to the Fairfax County Line;

January 21, 2014
Regular Meeting
Res. No. 14-
Page Three

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors does hereby adopt the following candidate list of projects to receive NVTA local (30%) funding and any other State/Federal funding which can be leveraged for secondary roads:

- Minnieville Road (Rte. 234 to Spriggs Rd.) - \$27.3M
- Balls Ford Road (Ashton Ave. to Groveton Rd.) - \$28.4M
- Neabsco Mills Road (Rte. 1 to Dale Blvd) - \$19.6M
- Telegraph/Summit School Road (Minnieville Rd. to existing) - \$21.5M
- University Blvd. (Sudley Manor Dr. to Devlin Rd.) - \$22.2M
- Van Buren Road (Rte. 234 to Cardinal Dr.) - \$49.5M
- Vint Hill Road (Schaeffer Ln. to Sudley Manor Dr.) - \$18.2M
- Wellington Road (Devlin Rd. to Rte. 234 Bypass) - \$38.8M

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors does hereby authorize the use of approximately \$270,000 a year of the NVTA local (30%) funding to be used to fund two existing positions in the Department of Transportation for local project management, which were previously funded through the General Fund. These positions would manage small scale projects, develop project estimates and preliminary designs requested by the Board;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors does hereby authorize the Transportation Director to make necessary modifications and adjustments to the local transportation program to reflect any changes in estimates and allocations received from the NVTA.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Transportation Director

Maria Sinner, VDOT

Al Harf, PRTC

Doug Allen, VRE

ATTEST: _____
Clerk to the Board



Melissa S. Peacor
County Executive

COUNTY OF PRINCE WILLIAM

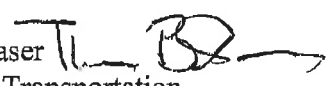
OFFICE OF EXECUTIVE MANAGEMENT
1 County Complex Court, Prince William, Virginia 22192-9201
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December 27, 2013

TO: Board of County Supervisors

FROM: Thomas Blaser 
Director of Transportation

THRU: Melissa S. Peacor
County Executive

RE: Approve the Fiscal Year 2014-2016 Northern Virginia Transportation Authority Regional Project Applications and Adopt a Local Road Project Priority List for Future Funding

I. Background in chronological order is as follows:

- A. Summary of HB2313 – In April 2013, the General Assembly and Governor approved a new transportation funding bill with all taxes and fees imposed by the General Assembly.
1. Statewide Component – The Statewide Component eliminates the 17.5 cents per gallon gas tax; imposes a 3.5% wholesale gas tax and a 6% wholesale diesel tax; increases automobile sales tax from 3% to 4.15%, over three years; increases state sales tax from 5% to 5.3%; transfers an additional .175% (from .5% to .675%) of the state's portion of existing sales tax from the General Fund to transportation, phased over five years; increases the fee for alternative fuel vehicles to \$64, including electric and hybrid vehicles, but excluding natural gas-powered vehicles; dedicates potential federal revenues that would become available if Congress enacts the Marketplace Equity Act, which grants states legal authority to collect out-of-state sales taxes (if Congress does not pass the Act by January 1, 2015, the wholesale gas tax (not diesel) would increase to 5.1%); prohibits tolling on I-95 south of Fredericksburg without prior General Assembly approval; and allocates \$300 million from the state maintenance funding, or other available revenue sources to Dulles Rail Phase II over three years.

2. Northern Virginia Regional Component – This component imposes an increase of 0.7% sales tax, to a total of 6% for Northern Virginia; imposes a 2% Transient Occupancy Tax (hotel tax) and imposes a regional congestion fee (grantors tax) of \$0.15 per \$100 valuation.
 - a. Regional Funds - 70% will be provided to Northern Virginia Transportation Authority (NVTa) for:
 - Regional projects included in TransAction 2040 or future updates that have also been evaluated by VDOT for reducing congestion, or
 - Mass transit capital projects that increase capacity.
 - b. VDOT Evaluation - The VDOT evaluation is not required for funds received in FY 2014.
 - c. Local Funds - 30% of funds will be distributed to localities to spend on urban or secondary road construction, capital improvements that reduce congestion, projects included in TransAction 2040 or its future updates, or for public transportation purposes.
3. Commercial and Industrial Property (C&I) Tax - Localities must enact a C&I Tax at \$0.125 per \$100 valuation or dedicate an equivalent amount for transportation. Localities that do not or do so at a lower rate will have these revenues reduced by a corresponding amount. Prince William County has estimated the cash equivalent at approximately \$8.2 million.
4. Funding for Qualifying Towns - Requires NVTa and its member jurisdictions to work with the towns when implementing these provisions to ensure that towns receive their respective share of transportation project revenues. The Town of Dumfries is currently the only qualifying town in Prince William County.
5. 1% Income Tax - Repeals the local option to enact a 1% income tax by referendum.
6. Estimated NVTa Total Annual Revenues – The NVTa has an estimated total revenue of = approximately \$300 million

7. Using Funds for Non-Transportation Purposes (Enactment Clause 14) - Includes language stating that the regional funds will expire if the General Assembly appropriates or transfers any of the additional revenues for any non-transportation-related purpose. Localities that use the funds for non-transportation purposes would not receive any of the regional transportation funding in the following year.
 8. Maintenance of Effort - Requires localities receiving these funds to maintain the current level of local transportation funding in the future. If a locality does not contribute this minimum level of local funding, they would not receive any of the regional transportation funding the following year. In Prince William County, the level is approximately \$25.5 million annually.
 9. Regional Benefit - Existing Code requires that the locality, in the long-term, generally benefit from the revenues raised in the locality, which means the County may not get a dollar for dollar return on its raised revenue for the regional (70%) funds.
- B. Distribution of Regional (70%) Funds –These regional (70%) funds are allocated to the NVTAR for distribution among member jurisdictions through a competitive application process for regional transportation projects.
- C. Distribution of Local (30%) Funds – These local (30%) funds are allocated to the NVTAR to be distributed on a pro rata basis to each locality with each locality's share being the total of the revenues received by NVTAR that are generated or attributable to the locality divided by the total of such revenue received by NVTAR.
- D. Role of Local Jurisdictions – NVTAR requires local jurisdictions to apply for regional projects to include in its six-year program of projects for the Northern Virginia region. This year, because of outstanding legal and financial issues, the NVTAR will only fund a three year program from FY 2014 – 2016.
- E. FY 2014 Regional Projects Approved by NVTAR for Prince William County – Prince William County, the Virginia Railway Express (VRE) and the Potomac-Rappahannock Transportation Commission (PRTC) submitted and were awarded FY2014 regional (70%) funding for the following projects:

- Route 1 (Featherstone Road to Mary's Way) – Design
- Route 28 Widening (Linton Hall Road to Fitzwater Drive)
- PRTC's new Gainesville Service – 1 Commuter Bus
- VRE Gainesville-Haymarket Extension Project Development
- VRE Rolling Stock (9 rail cars)

- F. Amount of Available Regional Funding – The estimated funding available for regional (70%) funding in FY2014 -2016 is approximately \$510 million, which includes approximately \$90 million of FY 2014 unallocated funding and approximately \$210 million in each of the following two fiscal years (FY2015-2016).
- G. Estimated Local Funding - The estimated funds available for local (30%) funding in FY 2014 is approximately \$10 million, with a slight increase in future years.
- H. Authorization of Transportation Director – If actual revenues received by the NVTAR change from their estimates, the Board of County Supervisors will authorize the Transportation Director to make any modifications/adjustments to reflect the changes as necessary.
- I. Deadline – Due to the "Call for Projects" approved by the NVTAR at its December 12, 2013, meeting, applications for FY 2014- 2016 are due on January 31, 2014.

II. Current Situation is as follows:

- A. Regional Project Applications for Prince William County – The following are the candidate projects recommended for FY 2014- 2016 NVTAR regional (70%) funding applications:
- Route 1 Widening (Marys Way to Featherstone Rd.)
 - Route 15 Widening (Rte. 29 to Rte. 55), including railroad overpass
 - Route 28 Widening (Rte. 234 Bypass to Linton Hall Rd)
 - Support VRE application for Rippon Station platform extension and second platform design with construction of extension.
 - Support PRTC application for Western Maintenance Facility
 - Congestion Relief on Rt.28 from the City of Manassas Park to the Fairfax County Line
- B. Secondary Road Priorities for Local (30% Funding) – The following are the recommended local road priorities that can be funded with NVTAR

local (30%) funding and any other Federal/State/Regional funding which can be leveraged for secondary roads:

- Minnieville Road (Rte. 234 to Spriggs Rd.) - \$27.3M
 - Balls Ford Road (Ashton Ave. to Groveton Rd.) - \$28.4M
 - Neabsco Mills Road (Rte. 1 to Dale Blvd) - \$19.6M
 - Telegraph/Summit School Road (Minnieville Rd. to existing) – \$21.5M
 - University Blvd. (Sudley Manor Dr. to Devlin Rd.) - \$22.2M
 - Van Buren Road (Rte. 234 to Cardinal Dr.) - \$49.5M
 - Vint Hill Road (Schaeffer Ln. to Sudley Manor Dr.) - \$18.2M
 - Wellington Road (Devlin Rd. to Rte. 234 Bypass) - \$38.8M
- C. Staffing – Staff recommends that approximately \$270,000 a year of the NVTARegional local (30%) funding be used to fund two existing full-time positions in the Department of Transportation for local project management. These positions are currently funded through the General Fund. The positions would manage small scale projects, develop project estimates and preliminary designs requested by the Board.
- D. Other Uses of NVTARegional Local (30%) Funding – NVTARegional Local (30%) Funds can also be used to provide neighborhood level transportation improvements, traffic safety improvements, pay debt service (debt issued after July 2013), and any other public transportation improvements.
- E. Board Action Requested – The Board of County Supervisors is requested to approve the Fiscal Year 2014-2016 Northern Virginia Transportation Authority regional project applications and adopt a local road project priority list for future funding.

III. Issues in order of importance are:

- A. Timing – When does the Board of County Supervisors have to approve the NVTARegional applications and local priorities?
- B. Service Level/Policy Issues – What is the impact on implementation of the Strategic Plan?
- C. Fiscal Impact – What is the impact on County funds?
- D. Legal – Is a public hearing required to approve the applications?

IV. Alternatives in order of feasibility are:

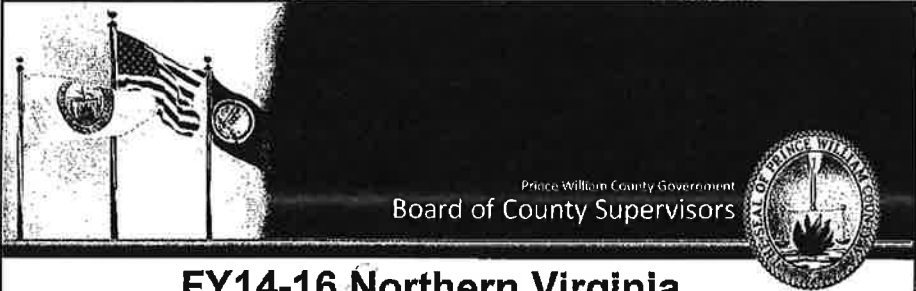
- A. Approve the Fiscal Year 2014-2016 Northern Virginia Transportation Authority regional project applications and adopt a local road project priority list for future funding.
1. Timing – Prince William County will satisfy the application deadline requirement by approving the project lists prior to January 31, 2014.
 2. Service Level/Policy Issues – Funding of these projects will further the County's Strategic Plan goal of, "Multi-modal transportation network that supports county and regional connectivity."
 3. Fiscal Impact – The estimated ~\$510 million in NVTA regional (70%) funding from FY 2014 -2016 is collected by the State and distributed by the NVTA through a competitive application process. The additional ~\$10 million in FY 2014 NVTA local (30%) funding will be directly allocated to the County, through an agreement, which will be submitted to the Board of County Supervisors for approval in a separate Board package.
 4. Legal – No public hearing is required.
- B. Take No Action.
1. Timing – Prince William County may not satisfy the application deadline requirements which require the Board of County Supervisors to approve a project list.
 2. Service Level/Policy Issues – Funding for the above projects could be jeopardized and thus would not further the County's Strategic Plan goal of, "Multi-modal transportation network that supports county and regional connectivity."
 3. Fiscal Impact – The County may jeopardize the receipt of its share of an estimated \$510 million in regional (70%) funding.
 4. Legal – No public hearing is required.

- V. Recommendation is that the Board of County Supervisors concur with Alternative A and approve the attached Resolution.

Staff Contact: Thomas Blaser, 792-6825

Approve FY14-16 NVTa Regional Applications and Local Road Priorities
December 27, 2013
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Price William County Government
Board of County Supervisors



**FY14-16 Northern Virginia
Transportation Authority Regional
Project Applications and Local
Road Project Priority List for
Future Funding**
Tom Blaser – Transportation Director

FY14 Approved NVTA Projects for PWC

- Route 1 (Featherstone Road to Mary's Way) – Design
- Route 28 Widening (Linton Hall Road to Fitzwater Drive) – Phase II
- PRTC's new Gainesville Service – 1 Commuter Bus
- VRE Gainesville-Haymarket Extension Project Development
- VRE Rolling Stock (9 rail cars)

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FY14-16 NVTa Regional Project Applications for PWC

- Route 1 Widening (Marys Way to Featherstone Rd.)
- Route 15 Widening (Rte. 29 to Rte. 55), including railroad overpass
- Route 28 (Nokesville Rd) Widening (Rte. 234 Bypass to Linton Hall Rd)
- Congestion Relief on Rte.28 (Centreville Rd.) from the City of Manassas Park to the Fairfax County Line
- Support VRE application for Rippon Station platform extension and second platform design with construction of extension.
- Support PRTC application for Western Maintenance Facility

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Local Project Priority List

The following local projects are proposed to be funded with a combination of funds including NVTa (30% local) funds, VDOT Secondary Road Funds, Proffers, Revenue Sharing, and other State/Federal Grants:

- Minnieville Road (Rte. 234 to Spriggs Rd.)
- Balls Ford Road (Ashton Ave. to Groveton Rd.)
- Neabsco Mills Road (Rte. 1 to Dale Blvd)
- Telegraph/Summit School Road (Minnieville Rd. to existing)
- University Blvd. (Sudley Manor Dr. to Devlin Rd.)
- Van Buren Road (Rte. 234 to Cardinal Dr.)
- Vint Hill Road (Schaeffer Ln. to Sudley Manor Dr.)
- Wellington Road (Devlin Rd. to Rte. 234 Bypass)

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NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 997-80701 (Slaters Lane Crossover)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 997-80701.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 997-80701 (Slaters Lane Crossover), in accordance with the NVTAs approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Virginia Railway Express 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 997-80701

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
NVTC/PRTC as joint owners/operators of VRE ("VRE")
(Recipient Entity)**

NVTA Project Number: 997-80701

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 NVTC/PRTC as joint owners/operators of VRE ("VRE") (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, _____ VRE _____ 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 _____ VRE _____'s application for funding and has approved _____ VRE _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ VRE _____, 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 _____ VRE _____ to finance the Project;

WHEREAS, NVTA agrees that _____ VRE _____ will design and/or construct the Project or perform such other specific work for the Project and _____ VRE _____ 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 _____ VRE _____'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 _____ VRE _____'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

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

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

B. NVTA's Obligations

NVTA shall:

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

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

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

_____ VRE _____ 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 _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ VRE _____ 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 _____ VRE _____.

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 _____ VRE _____, to the attention of Doug Allen, CEO
1500 King Street, Suite 202
Alexandria, VA 22314 (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

_____ VRE _____ 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: _____

NVTC/PRTC as joint owners/operators of VRE ("VRE") (Name of Recipient Entity)

By: 

Date: 7/15/2015

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: VRE Slaters Lane Crossover (8W)

Recipient Entity: VRE

Recipient Entity/Project Manager Contact Information: Norine Walker, nwalker@vre.org 703-838-5443

NVTA Program Coordinator Contact information: Keith Jasper, Keith.Jasper@thenovaaauthority.org

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

Detailed Scope of Services



FY 2015-16 PROJECT DESCRIPTION FORM (8W)

Basic Project Information

Submitting Agency: Virginia Railway Express

Project Title: VRE Slaters Lane Crossover (8W)

Project Type (check one):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVTa Corridor Number (1-8): I-95/I-395/US 1, Corridor 8

1. **Project Description:** This project includes the design and construction of a rail crossover and related railroad signal equipment in the vicinity of Slaters Lane, north of the VRE Alexandria station, and is associated with the Alexandria station pedestrian tunnel project. The crossover enables trains to move from one track to another. Currently, a VRE train heading northbound from the Alexandria station is limited to the two westernmost tracks because there is no connection with the easternmost track. The Slaters Lane crossover will enable trains to move between all three tracks and makes the east side (Metro side) platform at the VRE Alexandria station usable from both sides.
2. **Requested NVTa Funds:** \$7,000,000
3. **Phase(s) of Project Covered by Requested NVTa Funds:**
This project includes design and construction.
4. **Total Cost to Complete Project:** \$7,000,000
5. **Project Milestone -Study Phase:** Start of Study -- N/A
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - N/A
7. **Project Milestones -Final Design:** Start of Final Design - November 2015
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed -- N/A
9. **Project Milestone – Construction:** Start of Construction -- May 2016
10. **Project Milestone – Mass Transit Vehicle Acquisition:** N/A
11. **Is Project in Transaction 2040:**
Yes (X) No ()



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

12. Project in 2010 CLRP: N/A

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

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



Stated Benefits

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

The project will expand VRE, and Amtrak, operational flexibility and the maintenance of on-time performance (OTP). Maintaining high levels of OTP and service predictability are crucial to sustain and grow commuter/passenger rail ridership and retain VRE and Amtrak as viable regional travel options. As the railroad serves both the VRE Fredericksburg and Manassas Lines as well as Amtrak trains it will benefit riders from all jurisdictions, including jurisdictions beyond the NVTA boundaries. This project also supports the full utilization of the east side (Metro side) platform at the Alexandria station, which will be modified to service trains from both sides in conjunction with the construction of a pedestrian tunnel from the VRE station to the King St. Metro Station, and was partially funded by NVTA.

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

VRE (and Amtrak) helps reduce regional congestion by providing an alternative commuting mode to the single occupancy vehicle. Two VRE trains in an hour carry approximately 2,000 persons or the equivalent capacity as one lane of traffic each on I-95/I-395/ US 1 and I-66. By supporting expansion of VRE capacity in the region, the project expands the capacity of the I-95/I-395/US 1 and I-66 travel corridor and contributes to the reduction of regional congestion.

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

The project expands operational capacity for VRE, Amtrak and freight trains within the VRE system and overall regional CSX rail corridor by enabling greater flexibility in train movements to maneuver around one another and utilize all three tracks within the railroad corridor; currently VRE trains are only able to use two of the three tracks in the corridor.

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

Commuter Rail is one of the safest modes of travel. Automobile and pedestrian safety is improved in the region by directly moving commuters and their vehicles from freeway system (one of the most dangerous) and other regional roads to commuter rail (one of the safest ways to commute).

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

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Slaters Lane Crossover
 Recipient Entity: VRE
 Project Contact Information: Norine M. Walker, nwalker@vre.org, 703-838-5443

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering	\$ 500,000.00	\$ 500,000.00				
Environmental Work						
Right-of-Way Acquisition	\$ -	\$ -				
Construction	\$ 6,500,000.00	\$ 6,500,000.00				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 7,000,000.00	\$ 7,000,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering			185,000.00		315,000.00					
Environmental Work										
Right-of-Way Acquisition										
Construction					6,500,000.00					
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 185,000.00	\$ -	\$ 6,815,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 220,500.00					
October										
November										
December			\$ 22,500.00		\$ 2,694,500.00					
January			\$ 20,000.00							
February			\$ 20,000.00							
March			\$ 20,000.00		\$ 1,950,000.00					
April			\$ 34,166.00							
May			\$ 34,167.00							
June			\$ 34,167.00		\$ 1,950,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ 185,000.00	\$ -	\$ 6,815,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

Signature Doug Allen

Title 7/15/2015

Date Doug Allen

Print name of person signing

Northern Virginia Transportation Authority

Signature _____

NVTA Executive Director

Title _____

Date _____

Print name of person signing

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVTA
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVTA) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVTA approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.

On December 12, 2013 NVTa issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTa on January 31, 2014. The NVTa Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTa for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTa in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTa funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVT A for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVT A to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVT A approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVT A has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVT A for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion



RESOLUTION #2236

SUBJECT: Approval of the Submission of VRE's Project List to the Northern Virginia Transportation Authority (NVTA) for FY 2014-16 Funding Consideration.

WHEREAS: The passage of House Bill (HB) 2313 requires NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity;

WHEREAS: As NVTA approved an initial fiscal year (FY) 2014 project list in July 2013; and

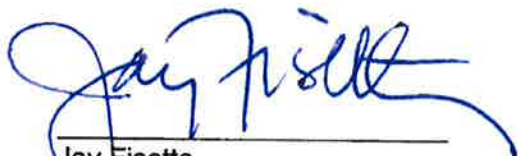
WHEREAS: NVTA has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission approve the submission of the list of VRE projects to the NVTA for consideration for funding in FY 2014-2016:

1. Slaters Lane Crossover and Signals (\$7 million)
2. VRE Rippon Platform Expansion (expand existing platform + second platform) (\$15 million)
3. VRE Manassas Park station Parking expansion (parking structure + pedestrian connection) (\$19 million)
4. VRE Crystal City Platform Expansion Study (\$2 million)
5. VRE Franconia-Springfield Platform Expansion (\$5 million)
6. Franconia-Springfield to Woodbridge Third Track (\$50 million)

BE IT FURTHER RESOLVED that NVTC authorizes the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

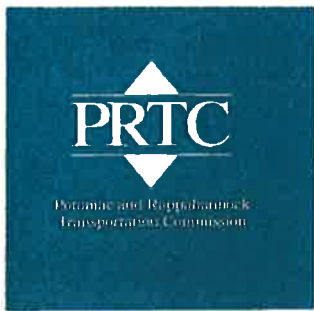
Approved this 9th day of January, 2014.



Jay Fisette
Secretary-Treasurer



Paul C. Smedberg
Chairman



14700 Potomac Mills Road
Woodbridge, VA 22192

RESOLUTION

MOTION: CADDIGAN

RESOLUTION NO. 14-01-07

SECOND: DURANY

**OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVT
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVT) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVT approved an initial Fiscal Year (FY) 2014 project list in July 2013; and

WHEREAS, NVT has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC).

**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
OFFICIAL COMMISSION MEETING
RESOLUTION NO. 14-01-07
PAGE 2**

VOTES:

AYES:

**AWBREY, CADDIGAN, DURANY, COVINGTON,
JONES, KELLY, MAY, MILDE, PRINCIPI, ROSS,
SKINNER, THOMAS, WAY**

NAYS:

NONE

ABSTAIN:

NONE

ABSENT DURING VOTE:

JENKINS

MEMBERS PRESENT:

**CADDIGAN, COVINGTON, JENKINS, JONES,
KELLY, MAY, MILDE, PRINCIPI, SKINNER,
THOMAS, WAY**

MEMBERS ABSENT:

ANDERSON, MILLER, NOHE, PITTARD, PULLER

ALTERNATES PRESENT:

AWBREY, DURANY, ROSS

ALTERNATES ABSENT:

**BARG, BOHMKE, HOWE, NADDONI, PAGE,
PARRISH, PATE, LASCH, SELLERS, STEWART,
WREN**

****CERTIFIED COPY****

JANUARY 9, 2014



**ALFRED H. HARF
EXECUTIVE DIRECTOR**

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**

RESOLUTION

MOTION: _____

**RESOLUTION NO. 14-01-____
OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

SECOND: _____

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVT
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVT) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVT approved an initial Fiscal Year (FY) 2014 project list in July 2013; and

WHEREAS, NVT has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVT) and the Potomac and Rappahannock Transportation Commission (PRTC).



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVT
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVT) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVT to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVT approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.



Northern Virginia
Transportation Commission
2300 Wilson Blvd. #620
Arlington, VA 22201
703.524.3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703.684.1001
VRE.org



Polomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703.580.6121

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVTa for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVTa to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

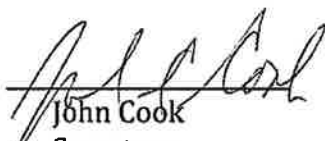
WHEREAS, as NVTa approved an initial fiscal year (FY) 2014 project list in July 2013; and,

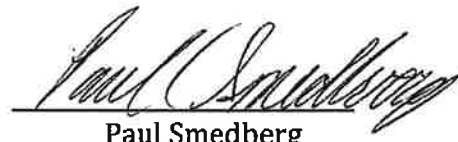
WHEREAS, NVTa has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVTa for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion

RESOLUTION NO. 2598

WHEREAS, Virginia Railway Express (VRE) seeks the design and construction of a rail crossover and related signals in the vicinity of Slaters Lane, north of Alexandria's Amtrak/VRE station,

WHEREAS, currently three tracks pass through Alexandria's Amtrak/VRE station, but passenger trains can only use the two tracks that are between the station's western and eastern platforms due to the lack of a crossover north of Alexandria's Amtrak/VRE station,

WHEREAS, as part of the planned construction of a pedestrian tunnel that connects the mezzanine of the King Street-Old Town Metrorail Station to Alexandria's Amtrak/VRE station, upgrades will be made to the eastern platform at Alexandria's Amtrak/VRE station which include replacement of the existing platform stair with a new stair to the pedestrian tunnel, a new elevator to the pedestrian tunnel, and a platform extension, alteration, and reconfiguration to allow for passenger rail service from both sides of the platform,

WHEREAS, the design and construction of a rail crossover will enable passenger rail trains to utilize both sides of the eastern platform, make all three tracks available for passenger boarding and alighting, and enhance operational flexibility and performance on the railroad by allowing the movement of passenger and freight trains from one track to another to preclude conflicts between trains and minimize the potential for delays,

WHEREAS, the Virginia Railway Express Operations Board recommended the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission approve the submission of the Slaters Lane Crossover and Signals project as one of several projects which increase transit capacity to the Northern Virginia Transportation Authority (NVTA) for consideration for funding in FY2014-2016,

WHEREAS, House Bill 2313 levied additional taxes and a fee to be received by NVTA and distributed to fund regional transportation projects that provide the greatest congestion reduction relative to the cost of the project or mass transit capital projects that increase capacity; and,

WHEREAS, House Bill 2313 also required that each locality's total long-term benefit shall be approximately equal to the proportion of the total of the fees and taxes that are generated by the locality,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alexandria, hereby expresses its support for the Slaters Lane Crossover and Signals Project subject to regional agreement that the benefits associated with the project will be credited toward VRE only or shared equally across all VRE member jurisdictions.

Adopted: January 28, 2014



WILLIAM D. EULLE MAYOR

ATTEST:



Jacqueline M. Henderson, MMC City Clerk

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 997-80711 (Crystal City Platform Extension Study)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 997-80711.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 997-80711 (Crystal City Platform Extension Study), in accordance with the NVTA's approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Virginia Railway Express 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 997-80711

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
NVTC/PRTC as joint owners/operators of VRE ("VRE")
(Recipient Entity)**

NVTA Project Number: 997-80711

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 NVTC/PRTC as joint owners/operators of VRE ("VRE") (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, _____ VRE _____ 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 _____ VRE _____'s application for funding and has approved _____ VRE _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ VRE _____, 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 _____ VRE _____ to finance the Project;

WHEREAS, NVTA agrees that _____ VRE _____ will design and/or construct the Project or perform such other specific work for the Project and _____ VRE _____ 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 _____ VRE _____'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 _____ VRE _____'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

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

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

B. NVTB's Obligations

NVTB shall:

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

4. Route all _____ VRE _____'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 _____ VRE _____'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 _____ VRE _____ 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 _____ VRE _____'s designated representative in writing. _____ VRE _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ VRE _____'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 _____ VRE _____ 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 _____ VRE _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ VRE _____. 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 _____ VRE _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

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

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

_____ VRE _____ 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 _____ VRE _____ 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, _____ VRE _____ 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 _____ VRE _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ VRE _____ 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 _____ VRE _____.

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 _____ VRE _____, to the attention of Doug Allen, CEO
1500 King Street, Suite 202
Alexandria, VA 22314 (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

_____ VRE _____ 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: _____

NVTC/PRTC as joint owners/operators of VRE ("VRE") (Name of Recipient Entity)

By: Ray Allen

Date: 7/15/2015

Appendix A –Narrative Description of Project

Attach- Approved NVTa Project Description Sheet

NVTa Project Title: VRE Crystal City Station Expansion (8X)

Recipient Entity: VRE

Recipient Entity/Project Manager Contact Information: Christine Hoeffner, choeffner@vre.org,
703-838-5442

NVTa Program Coordinator Contact information: Keith Jasper, Keith.Jasper@thenovaauthority.org

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

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



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (8X)

Basic Project Information

Submitting Agency: Virginia Railway Express

Project Title: VRE Crystal City Station Expansion (8X)

Project Type (*check one*):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVT A Corridor Number (1-8): I-95/I-395/US 1, Corridor 8

1. **Project Description:** This project 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.
2. **Requested NVT A Funds:** \$400,000
3. **Phase(s) of Project Covered by Requested NVT A Funds:**
This project includes planning and engineering studies.
4. **Total Cost to Complete Project:** \$2,000,000 (short-term improvements)
5. **Project Milestone -Study Phase:** Start of Study - October 2015
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - N/A
7. **Project Milestones -Final Design:** Start of Final Design - N/A
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - N/A
9. **Project Milestone – Construction:** Start of Construction - N/A
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction N/A
11. **Is Project in Transaction 2040:**
Yes (X) No ()
12. **Project in 2010 CLRP:** Yes



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

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

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



Stated Benefits

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

The project will evaluate modifications to the VRE station to enable it to meet long-term needs to service longer trains and higher passenger loads. It will also identify short-term improvements to alleviate existing crowding at the station and encourage the full utilization of the existing platform. The expanded station and platform capacity increases VRE operational flexibility and supports the maintenance of on-time performance (OTP). Maintaining high levels of OTP and service predictability are crucial to sustain and grow commuter rail ridership and retain VRE as a viable regional travel option.

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

VRE helps reduce regional congestion by providing an alternative commuting mode to the single occupancy vehicle. Two VRE trains in an hour carry approximately 2,000 persons or the equivalent capacity as one lane of traffic on I-95/I-395. By supporting expansion of VRE capacity in the region, the project expands the capacity of the I-95/I-395/US 1 travel corridors and contributes to the reduction of regional congestion.

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

The project explores opportunities to expand the capacity of the Crystal City station to accommodate greater passenger loads, longer trains and planned bi-directional VRE service. Expanded peak period commuter service and the establishment of bi-directional service are included in the VRE System Plan. Improvement of the Crystal City station will also enhance operational flexibility for VRE and freight trains, which supports expanded operational capacity within the VRE system and overall regional CSX railroad corridor.

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

Commuter Rail is one of the safest modes of travel. Automobile and pedestrian safety is improved in the region by directly moving commuters and their vehicles from freeway system (one of the most dangerous) and other regional roads to commuter rail (one of the safest ways to commute).

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



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: VRE Crystal City Platform Expansion
 Recipient Entity: VRE
 Project Contact Information: choeffner@vre.org

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 400,000.00	\$ 400,000.00	\$ -		\$ -	\$ -
Engineering	\$ 350,000.00			\$ 350,000	Subject to future NVTA funding consideration	
Environmental Work						
Right-of-Way Acquisition						
Construction	\$ 1,250,000.00			\$ 1,250,000	Subject to future NVTA funding consideration	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 2,000,000.00	\$ 400,000.00	\$ -	\$ 1,600,000	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work			\$ 325,000.00		\$ 75,000.00					
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 325,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 75,000.00					
October										
November			\$ 10,000.00							
December			\$ 15,000.00							
January			\$ 50,000.00							
February			\$ 50,000.00							
March			\$ 50,000.00							
April			\$ 50,000.00							
May			\$ 50,000.00							
June			\$ 50,000.00							
Total per Fiscal Year	\$ -	\$ -	\$ 325,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

Doug Allen
 Signature

CEO
 Title

7/15/2015
 Date

Doug Allen
 Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director
 Title

Date

Print name of person signing

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVTA
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVTA) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVTA approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.

On December 12, 2013 NVTA issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTA on January 31, 2014. The NVTA Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTA for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTA in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTA funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVTa for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVTa to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVTa approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVTa has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVTa for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion



RESOLUTION #2236

SUBJECT: Approval of the Submission of VRE's Project List to the Northern Virginia Transportation Authority (NVTA) for FY 2014-16 Funding Consideration.

WHEREAS: The passage of House Bill (HB) 2313 requires NVTA to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity;

WHEREAS: As NVTA approved an initial fiscal year (FY) 2014 project list in July 2013; and

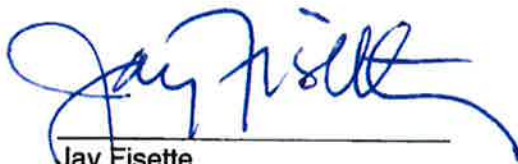
WHEREAS: NVTA has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission approve the submission of the list of VRE projects to the NVTA for consideration for funding in FY 2014-2016:

1. Slaters Lane Crossover and Signals (\$7 million)
2. VRE Rippon Platform Expansion (expand existing platform + second platform) (\$15 million)
3. VRE Manassas Park station Parking expansion (parking structure + pedestrian connection) (\$19 million)
4. VRE Crystal City Platform Expansion Study (\$2 million)
5. VRE Franconia-Springfield Platform Expansion (\$5 million)
6. Franconia-Springfield to Woodbridge Third Track (\$50 million)

BE IT FURTHER RESOLVED that NVTC authorizes the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 9th day of January, 2014.



Jay Fisette
Secretary-Treasurer



Paul C. Smedberg
Chairman



14700 Potomac Mills Road
Woodbridge, VA 22192

RESOLUTION

MOTION: CADDIGAN

RESOLUTION NO. 14-01-07

SECOND: DURANY

**OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVT
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVT) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVT approved an initial Fiscal Year (FY) 2014 project list in July 2013; and

WHEREAS, NVT has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVT) and the Potomac and Rappahannock Transportation Commission (PRTC).

**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
OFFICIAL COMMISSION MEETING
RESOLUTION NO. 14-01-07
PAGE 2**

VOTES:

AYES:

**AWBREY, CADDIGAN, DURANY, COVINGTON,
JONES, KELLY, MAY, MILDE, PRINCIPI, ROSS,
SKINNER, THOMAS, WAY**

NAYS:

NONE

ABSTAIN:

NONE

ABSENT DURING VOTE:

JENKINS

MEMBERS PRESENT:

**CADDIGAN, COVINGTON, JENKINS, JONES,
KELLY, MAY, MILDE, PRINCIPI, SKINNER,
THOMAS, WAY**

MEMBERS ABSENT:

ANDERSON, MILLER, NOHE, PITTARD, PULLER

ALTERNATES PRESENT:

AWBREY, DURANY, ROSS

ALTERNATES ABSENT:

**BARG, BOHMKE, HOWE, NADDONI, PAGE,
PARRISH, PATE, LASCH, SELLERS, STEWART,
WREN**

****CERTIFIED COPY****

JANUARY 9, 2014


**ALFRED H. HARF
EXECUTIVE DIRECTOR**

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**

RESOLUTION

MOTION: _____

**RESOLUTION NO. 14-01-____
OFFICIAL COMMISSION MEETING
JANUARY 9, 2014**

SECOND: _____

**RE: APPROVAL OF SUBMISSION OF VRE'S PROJECT LIST TO THE NVT
FOR FY 2014-2016 FUNDING CONSIDERATION**

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVT) to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by the Virginia Department of Transportation (VDOT) or mass transit capital projects that increase capacity; and

WHEREAS, the NVT approved an initial Fiscal Year (FY) 2014 project list in July 2013; and

WHEREAS, NVT has now issued a "Call for Projects" to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC).



**VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD**

Agenda Item 8-D
Action Item

To: Chairman Smedberg and the VRE Operations Board

From: Doug Allen

Date: December 20, 2013

**Re: Approval of Submission of VRE Project List to the NVT
for FY 2014-16 Funding Consideration**

Recommendation:

The VRE Operations Board is being asked to recommend the Commissions approve the submission of the attached list of VRE projects to the Northern Virginia Transportation Authority (NVT) for consideration for funding in its fiscal year (FY) 2014-2016 program.

Background:

The passage of House Bill (HB) 2313 requires the NVT to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT according to Virginia Code §33.1-13.03:1 or mass transit capital projects that increase capacity.

On July 24, 2013 NVT approved its FY 2014 program of highway and transit projects. In addition to a list of Pay-As-You-Go projects valued at \$116,058,000, a project bond package totaling \$93,735,000 was also approved. The total of the Pay-As-You-Go and bond lists is \$209,793,000. Total revenue estimates for FY 2014 are approximately \$270,000,000. Four VRE projects totaling \$30,500,000 were selected for funding: fleet expansion (9 additional coaches), Lorton station platform expansion and second platform, Alexandria station pedestrian tunnel and platform improvements and Gainesville-Haymarket expansion study.



Northern Virginia
Transportation Commission
2300 Wilson Blvd. #620
Arlington, VA 22201
703.524.3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703.684.1001
VRE.org



Potomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703.580.6121

On December 12, 2013 NVTB issued a Call for Projects for consideration for funding for the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues. Project submissions will be due to NVTB on January 31, 2014. The NVTB Board will determine the final project list to release for public comment at an as yet to be determined public hearing.

The following VRE projects increase VRE capacity and are recommended to be forwarded to NVTB for consideration. The costs are preliminary estimates. Detailed budgets will be developed if the project is selected for funding.

1. Slaters Lane crossover and signals, \$7M
2. VRE Rippon platform expansion (expand existing platform + second platform), \$15.0M
3. VRE Manassas Park station parking expansion (parking structure + pedestrian connection), \$19M
4. VRE Crystal City platform expansion study, \$2.0M
5. VRE Franconia-Springfield platform expansion, \$5.0M
6. Franconia-Springfield to Woodbridge 3rd track, \$50M

All of the proposed projects will expand VRE passenger-carrying capacity. VRE capacity includes seats on trains as well as station capacity (e.g., parking and platform capacity) and train storage capacity. The above projects support the VRE capacity expansion made possible with the fleet expansion funded by NVTB in its initial FY 2014 program.

The Operations Board is being asked to recommend that the Commissions authorize the VRE CEO to submit the projects for funding and to execute all project agreements on behalf of the Commissions. NVTC will provide oversight for the Commissions on the reimbursement of project expenditures.

Fiscal Impact:

The submission of a project list has no fiscal impact. If selected for funding, the NVTB funds would allow currently identified projects to be completed or initiated on an accelerated schedule.

**Virginia Railway Express
Operations Board**

**Resolution
8D-12-2013**

**Approval of Submission of VRE Project List to the
NVT A for FY 2014-16 Funding Consideration**

WHEREAS, the passage of House Bill (HB) 2313 requires the NVT A to fund highway projects that have been both included in TransAction 2040 and evaluated for congestion relief and emergency evacuation by VDOT or mass transit capital projects that increase capacity; and,

WHEREAS, as NVT A approved an initial fiscal year (FY) 2014 project list in July 2013; and,

WHEREAS, NVT A has now issued a Call for Projects to agencies and jurisdictions for consideration for funding with the unallocated FY 2014 revenues as well as expected FY 2015-2016 revenues.

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board recommends the Commissions approve the submission of the attached list of VRE projects to the NVT A for consideration for funding in FY 2014-2016; and,

BE IT FURTHER RESOLVED THAT, the Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to submit the approved projects for funding, to make any necessary corrections to project amounts or descriptions, and to execute all project agreements on behalf of the Commissions.

Approved this 20th day of December 2013


John Cook
Secretary


Paul Smedberg
Chairman

**VRE Capacity-Expansion Projects for Consideration for
NVTA FY 2014-2016 Funding**

1. Slaters Lane crossover and signals
2. VRE Rippon platform expansion
3. VRE Manassas Park station parking expansion
4. VRE Crystal City platform expansion study
5. VRE Franconia-Springfield platform expansion



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of September 21, 2013

DATE: September 4, 2013

SUBJECT: Fiscal Year 2014 HB 2313 (House Bill 2313) Local Share Funding Allocations and Priorities for Northern Virginia Transportation Authority's (NVTa) Fiscal Years 2015 – 2017 Six-Year Program (SYP).

C. M. RECOMMENDATIONS:

1. Approve the Fiscal Year 2014 HB 2313 local share funding plan and projects as shown in Table 1.
2. Appropriate \$11,400,000 to the Transportation Capital Fund (fund 331) from the Fiscal Year 2014 HB 2313 local share funding to the projects as shown in Table 1 for FY 2014.
3. Endorse the priorities for Northern Virginia Transportation Authority's (NVTa) Fiscal Years 2015 - 2017 Six-Year Program (SYP) as shown in Table 1.

ISSUES: The HB 2313 local share funding plan for fiscal years beyond Fiscal Year 2014 will be considered in the development of the Fiscal Year 2015 – 2024 Capital Improvement Program (CIP).

SUMMARY: The 2013 Virginia General Assembly enacted legislation (House Bill 2313) which raises new transportation revenues for Northern Virginia through a series of state imposed regional taxes and fees. The new law imposes an additional .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 valuation increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually beginning July 1, 2013. Revenues will be collected by the state and distributed to the Northern Virginia Transportation Authority (NVTa). Of these revenues, 70 percent ("Regional Funds") will be retained by the NVTa to fund regional transportation projects. By law, each locality's long-term benefit must be approximately equal to the proportion of the total fees and taxes generated in the locality divided by the total of all fees and taxes received by NVTa. The remaining 30 percent ("Local Share") will be returned on a pro rata basis to the member localities, based on amount of revenue

County Manager:

BMO/£

County Attorney:

[Signature]

60.

Staff: Jennifer Fioretti, Department of Environmental Services

generated by the taxes and fees within the locality, to be used for locally selected transportation projects.

On July 24, 2013 the NVTa approved a Fiscal Year 2014 project list totaling nearly \$210 million. NVTa is expected to issue an official call for projects for its Fiscal Year 2015 Six-Year Program (SYP) this Fall/Winter 2013. In anticipation Arlington is preparing a list of transportation priorities for NVTa Fiscal Years 2015 – 2017 funding. Arlington is also proposing to allocate the Local Share of Fiscal Year 2014 revenues. The full plan will be discussed and integrated into the Arlington County Capital Improvement Plan (CIP).

Arlington County's estimated Local Share for Fiscal Year 2014 is \$11.4 million. It is proposed that these revenues be allocated to the following six (6) programs:

- Rosslyn-Ballston Street Improvements: Clarendon Circle Improvement Project
- Crystal City Streets
- Arlington Transit Facilities (ART House)
- Streetcar Program
- Transportation Systems and Signals
- Ballston Metro Station West Entrance

Arlington County's estimated share of Regional Funding for Fiscal Years 2015 – 2017 is \$83.2 million. It is proposed that the following three (3) programs be given priority for the County's share of Regional Funds.

- Ballston Metro Station West Entrance
- Intelligent Transportation Systems: Glebe Road Corridor Improvements
- Columbia Pike Multimodal – East End Realignment and Washington Boulevard Interchange Modification

BACKGROUND: Arlington's transportation program is funded with a variety of fund sources including County Pay-As-You-Go (PAYG), County General Obligation Bonds, Transportation Capital and Tax Increment Funds, as well as state and federal funds. On April 3, 2013 the Virginia General Assembly passed legislation, House Bill 2313 that provides an estimated \$300 million annually in new transportation funding for Northern Virginia. Revenues will be collected by the state and distributed to the Northern Virginia Transportation Authority (NVTa). The new revenues are expected to provide a predictable stream of funding for transportation in the Northern Virginia region.

Of these new revenues, 70 percent ("Regional Funds") will be retained by the NVTa to fund mass transit capital projects that increase capacity; or transportation projects contained in the region's long-range transportation plan and, with the exception of those Regional Funds received in Fiscal Year 2014, that have been rated by the Virginia Department of Transportation (VDOT). By law, each locality's long-term benefit must be approximately equal to the proportion of the total fees and taxes generated in the locality divided by the total of all fees and taxes received by NVTa.

The remaining 30 percent (“Local Share”) will be returned on a pro rata basis to the member localities, based on amount of revenue generated by the taxes and fees within the locality, to spend on urban or secondary road construction, capital improvements that reduce congestion, projects including in the region’s long-range transportation plan or its future updates, or for public transportation purposes. The law also repeals the local option to enact a 1 percent income tax by referendum. Arlington County has not exercised this right in the past.

Localities must enact a Commercial and Industrial Property (“C&I”) tax at \$.125 per \$100 valuation or dedicate an equivalent amount for transportation. Localities that do not fully implement this tax or an equivalent amount will have revenues reduced by a corresponding amount, the proceeds of which would be redistributed regionally. Arlington County Board adopted the required \$.125 per \$100 valuation C&I tax, known as the Transportation Capital Fund (TCF) in 2008, and therefore meets this requirement.

Both the Regional Funds and Local Share are subject to a provision in the law, commonly referred to as a “kill switch” provision that states that the regional funds will expire if the General Assembly appropriates or transfers any of the additional revenues for any non-transportation-related purpose. Further, localities that use the funds for non-transportation purposes would not receive any of the regional transportation funding in the following year. It also requires localities receiving these funds to maintain in the future the level of local transportation funding equal to the average amount expended or disbursed between July 1, 2010 and June 30, 2013, excluding bond proceeds or debt service payments and federal and state grants. If a locality does not contribute this minimum level of local funding, they would not receive any of the regional transportation funding in the following year.

On July 24, 2013 the NVTa approved a Fiscal Year 2014 regional multimodal project list totaling nearly \$210 million. Projects selected went through a rigorous selection screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 33 projects includes \$18,835,000 for the four (4) Arlington County projects submitted for consideration by the Authority for funding. The list of projects submitted and subsequently approved for Fiscal Year 2014 funding is as follows:

- Columbia Pike Multimodal Street Improvements: West End Realignment (\$12,000,000)
- Boundary Channel Drive Interchange (\$4,335,000)
- Silver/Blue Line Mitigation (ART Fleet Expansion) (\$1,000,000)
- Crystal City Multimodal Center (\$1,500,000)

NVTa is expected to issue an official call for projects for its Fiscal Year 2015 Six-Year Program (SYP) this Fall/Winter 2013.

DISCUSSION: With the passage of House Bill 2313, Northern Virginia estimates it will receive approximately \$300 million annually in new transportation funding. Of the total revenues, 70 percent will remain with the NVTa for regional transportation projects and the remaining 30 percent will be returned to localities for locally selected transportation projects.

The new revenues are expected to provide a predictable stream of funding for transportation in the Northern Virginia region. NVTa is developing a six-year program to guide and coordinate transportation funding decisions. The official call for projects, which will likely request project submissions for fiscal years 2015 – 2017, is expected to be released Fall/Winter 2013. In anticipation Arlington is preparing a list of transportation priorities for NVTa Fiscal Years 2015 – 2017 funding. Arlington's estimated share of Regional Funding for Fiscal Years 2015 – 2017 is \$83.2 million. Arlington is also proposing to allocate the Local Share of Fiscal Year 2014 revenues, estimated at \$11.4 million. All new HB 2313 revenues, including for fiscal years beyond what is proposed will be considered as part of the development of the Fiscal Year 2015 – 2022 Capital Improvement Plan.

On July 16, 2013 the Arlington County Board ratified the four (4) Arlington projects selected for NVTa Fiscal Year 2014 HB 2313 regional funding. The Board also directed the County Manager to prepare a funding plan for the Local Share of HB 2313 Fiscal Year 2014 funding and priorities for HB 2313 Fiscal Year 2015 – 2017 Regional Share, or a timeframe requested by NVTa, for submission to the NVTa Six-Year Plan; to be presented at the September 2013 County Board meeting. The attached table (Table 1) provides an overview of Arlington's proposed Fiscal Year 2014 Local Share funding plan as well as Arlington's Fiscal Year 2015 – 2017 priorities for NVTa Regional Funding. Consistent with County Board guidance, a project selection process was developed that relates investment decisions to County goals and priorities. The intent is to ensure that the new funding stream is used to its greatest advantage to fill funding gaps and advance priorities contained in the Fiscal Years 2013 – 2022 Board-adopted Capital Improvement Program (CIP).

Project Selection Process

The following information describes the project selection process used to select projects for HB 2313 funding. The selection process is broken down into two tiers. All projects must meet the Tier I screening in order to advance to the Tier II selection process. The Tier I criteria is based on established Arlington County policy and where applicable, from statutory provisions governing Northern Virginia Transportation Authority project selection. The Tier II criteria provide a basis for distinguishing projects that may be eligible for HB 2313 funding.

Tier I Screening

- Advances priorities contained in adopted Fiscal Year 2013 – 2022 CIP
- Consistent with the Arlington Master Transportation Plan
- Project must be used for: (applies to projects using Local Share)
 - Urban or secondary road construction;
 - capital improvements that reduce congestion;
 - projects included in the region's long-range transportation plan (TransAction 2040) or its future updates; or
 - for public transportation purposes
- Contained in the region's long-range plan (TransAction 2040) (applies to regionally funded projects)
- Congestion reduction and/or increases mass transit capacity (applies to regionally funded projects)

Tier II Screening

- Improves multi-modal safety
- Accelerates project implementation
- Closes project funding gap
- Project readiness. (Readiness is defined in terms of the degree to which the project or phase of the project is ready to be delivered.)
- Modal and geographic balance

Fiscal Year 2014 Projects for House Bill 2313 Local Share

The following provides a detailed description of each of the programs recommended for funding.

- **Rosslyn-Ballston Improvements: Clarendon Pedestrian Safety Improvements (Clarendon Circle) - \$2,000,000 requested**

This project includes reconstruction of Washington Boulevard, the redesign of the Washington Boulevard and 13th Street North intersection to direct traffic to Clarendon Circle, construction of new wider ADA compliant sidewalks, curb ramps and crosswalks, and installation new streetlights and street trees.

This project is partially funded with an existing budget of \$1,747,000. The additional \$2,000,000 will complete the funding required for Phase I construction and will accelerate the implementation of the Phase II design, right-of-way acquisition and construction.

- **Crystal City Streets - \$2,000,000 requested**

The Crystal City Streets Program constructs street improvements that will support the transformation of Crystal City from a primary office environment to a balanced office-residential environment that has 24-hour use. The street network projects will begin to create a grid network for Crystal City and will create the road network for a near-term bus transitway and a long-term road network that supports streetcar. Projects include major reconstruction, demolition and realignments of existing roadways, improved intersection geometry, updated traffic signals, bicycle facilities, new signage and striping, utility relocations, upgraded sidewalks and crosswalks, new street lights, street trees and improved transit shelter facilities.

The Crystal City Streets program is an on-going county program which has a 50-year horizon to implement. The additional proposed funding will close an existing funding need for three projects currently in design: 1) 23rd Street South from U.S. Route 1 to Crystal Drive; 2) 18th Street South from US Route 1 to Crystal Drive; and 3) 27th Street South from US Route 1 to Crystal Drive.

- **Arlington Transit Facilities (ART) House - \$2,250,000 requested**

The ART House is a multi-phased, multi-year project that includes the development of a light-duty and heavy maintenance facility, a compressed natural gas (CNG) fueling station, a bus wash facility for the ART bus services and fleet.

The additional funding will support the cost of an added light duty maintenance bay and cost to acquire land for the ultimate construction of an ART heavy maintenance facility.

- **Streetcar Program - \$2,500,000 requested**

The Arlington County Streetcar Program is an interconnected system of two projects: Columbia Pike Streetcar, which extends along a 4.9 mile corridor between the Skyline area in Fairfax County and Pentagon City in Arlington County; and Crystal City Streetcar, which extends along a 2.5 mile corridor between Potomac Yards, Crystal City and Pentagon City.

The two projects connect in Pentagon City, providing Arlington County and Fairfax County residents with enhanced access to jobs in Pentagon City, Crystal City, Baileys Crossroads and the regional transit network. Both projects will operate with electrically powered modern streetcars to provide the capacity needed to enhance mobility along these main transportation corridors.

Arlington County is in the process of procuring a program management consultant (PMC) for the two streetcar projects. The PMC will function as an extension of program staff and will supplement County staff by providing specialized oversight and management expertise to successfully complete the development and implementation of the Streetcar Program. This will include developing plans, procedures and systems, tracking project budgets and schedules, managing and overseeing contractors undertaking project work, including engineering and design, construction management, construction, and vehicle acquisition, and preparing project updates to County Boards, funding agencies, stakeholders and the public. One of the roles of the PMC will be to provide strategic advice and assistance in evaluating alternative project delivery approaches including evaluating the implications of delivery the projects as a public-private partnership, and evaluating and comparing the implementation of projects through alternative project delivery methods, such as design-bid-build, design-build, design-build-operate-maintain. The proposed \$2,500,000 will support the costs associated with the implementation of the Streetcar Program.

- **Transportation Systems and Signals - \$1,000,000 requested**

This project allows for the implementation of Transportation Operations and Management systems and system components such as CCTV cameras, traffic sensors, traffic signal cabinets, traffic signal controllers, emergency Vehicle Preemption equipment, Transit Priority Equipment, arterial street safety improvement, . Expand breadth of perm counter stations and driver information cameras and signage.

This is an on-going county-wide program. The additional funding will close an existing program funding gap in Fiscal Year 2014.

- **Ballston-MU Metrorail Station West Entrance - \$500,000 requested**

The access improvement plan for the Ballston-MU station includes a new entrance at the west end of the station to provide easier access from the Glebe Road area and growing development in the western part of Ballston. This new entrance will be located at the

intersection of North Fairfax Drive and North Vermont Street and will include two street level elevators and escalators connecting to an underground passageway and new mezzanine with stairs and elevators to the train platform. The new entrance will have fare gates, fare vending machines, and an attended kiosk.

The Capital Improvement Plan includes funding in the out-years for design and an anticipated developer contribution of \$10,866,000 tied to an approved redevelopment project that has been on indefinite hold due to market conditions. The additional funds proposed would advance the existing 30% design in Fiscal Year 2014.

Fiscal Years 2015 – 2017 Priorities for House Bill 2313 Regional Funds

The following provides a detailed description of each of the programs recommended for funding.

- **Intelligent Transportation Systems (ITS): Glebe Road Corridor Improvements - \$2,000,000 requested**

This project will design and implement transit signal priority improvements to signals along Glebe Road from Williamsburg Boulevard to Jefferson-Davis Highway. Project elements may include transit queue jumps, turn-lane improvements and emergency vehicle preemption (EVP) to enhance transit speed and reliability and to further enhance emergency vehicle response. The project will use the County's existing ITS backbone (Fiber) for communication and data sharing.

This project is part of an on-going program which focuses on expanding ITS communication technologies county-wide. The additional funding will advance implementation of this program.

- **Columbia Pike Multimodal – East End Realignment and Washington Boulevard Interchange Modification - \$10,000,000 requested**

This project includes realignment of the east end of Columbia Pike from South Orme Street through the intersection of South Joyce Street to the easternmost Washington Boulevard interchange. The project will relocate and realign the roadway south of its existing location, eliminating existing s-curves and enhancing existing pedestrian facilities to improve safety and increase capacity.

The project also includes modification of the easternmost Washington Boulevard interchange at Columbia Pike; to include construction of at least one signalized intersection and elimination of two ramps, reducing the number of conflict points and weaving movements on Washington Boulevard to improve safety and increase capacity. All movements will be provided for with the interchange modifications.

The project is currently in the preliminary engineering phase. The proposed \$10,000,000 will advance implementation of the planned improvements.

- **Ballston-MU Station West Entrance - \$56,000,000 requested**

The access improvement plan for the Ballston-MU station includes a new entrance at the west end of the station to provide easier access from the Glebe Road area and growing

development in the western part of Ballston. This new entrance will be located at the intersection of North Fairfax Drive and North Vermont Street and will include two street level elevators and escalators connecting to an underground passageway and new mezzanine with stairs and elevators to the train platform. The new entrance will have fare gates, fare vending machines, and an attended kiosk.

The Capital Improvement Plan includes funding in the out-years for design and an anticipated developer contribution of \$10,866,000 tied to an approved redevelopment project that has been on indefinite hold due to market conditions. The proposed \$56,000,000 will provide an estimated 75 percent of the total funding required to implement this project, which is currently estimated to cost \$75,000,000. The funds will accelerate the design and construction of the project. The remaining funds will come from local and state sources to be identified in the Capital Improvement Plan.

- **Other Regional Projects - \$7,500,000 reserved**
Arlington's share of the Regional Funding may be apportioned to regional projects managed through other regional entities such as the Washington Metropolitan Area Transit Authority (WMATA). Although a specific amount has yet to be identified, it is likely that Arlington will need to contribute at least five (5) to 10 percent of its Regional Funding towards these projects. The amount of funding set aside for other regional projects will vary from year to year and will depend on the quantity and type of projects submitted and approved by the Authority.

On September 5, 2013, the Transportation Commission heard the proposed priorities and voted 7-0-1 to support staff's recommendation that the County Board approve the Fiscal Year 2014 HB2313 Local Funding plan, appropriate the 30 percent Local Share of Fiscal Year 2014 funds when they become available, and projects and endorse the priorities for the NVTa Fiscal Years 2015 – 2017 Six-Year Program.

FISCAL IMPACT: Adoption by the County Board of the County Manager's recommendations will approve the Fiscal Year 2014 local share funding plan, appropriate the 30 percent local share to projects as shown in Table 1, and endorse the Arlington transportation project priorities for the Northern Virginia Transportation Authority for Fiscal Years 2015 – 2017 HB2313 Regional Funding. There is no local match requirement associated with the HB 2313 funds. All HB 2313 revenues starting in Fiscal Year 2015 will be considered as part of the development of the Fiscal Year 2015 – 2022 Capital Improvement Plan.

Currently, NVTa is party to a bond validation suit in Fairfax County circuit court that, in addition to determining that the bonds are binding, valid and legally payable obligations, will ensure that the new HB 2313 regional taxes and fees are legal. The NVTa member jurisdictions are expected to be asked to sign a Memorandum of Understanding (MOU) with NVTa which agrees to delay any distribution and spending of the local 30 percent share of HB 2313 funding until the Supreme Court of Virginia decides the case in early 2014. If Arlington expends funds prior to the Supreme Court's decision, and the validity of the new taxes is overturned, NVTa and the County may be required to refund any amounts received to date from HB 2313. The County intends to delay spending of these new funds pending the Supreme Court's decision.

The MOU will be brought to the Board for approval once it is approved by NVTa for distribution to jurisdictions.

TABLE 1

Arlington HB2313 Transportation Funding Plan and Priorities (1,000's)							
Project/Program	Description	Previous Allocations Thru FY 13	HB2313 Local Funding (30%)	HB2313 Regional Funding (70%)			
				FY 14	FY 15	FY 16	FY 17
Priorities							
Rosslyn-Ballston Street Improvements: Clarendon Circle	Street improvements along Wilson Blvd. from Clarendon Blvd. to Washington Blvd.	1,747	2,000				
Crystal City Streets	Multimodal improvements to Crystal City street network.	1,685	2,000				
Arlington Transit Facilities (ART House)	ART light duty maintenance facility and land acquisition.	6,572	2,250				
Streetcar Program	Supports development of Columbia Pike and Crystal City Streetcar.	15,221	2,500				
Transportation Systems and Signals	TSM components: CCTV, traffic sensors, signal cabinets, emergency vehicle preemption and transit priority equipment.	Ongoing Program	1,000				
Ballston Metro Station West Entrance (1) (3)	Access improvements to Ballston metrorail station including new second entrance.	10,991	500		10,000	23,000	23,000
Intelligent Transportation Systems: Glebe Road Corridor Improvements	Add ITS elements to existing ITS system and increase ability for emergency response.	Ongoing Program			-	2,000	-
Columbia Pike Multimodal: East End Realignment and Washington Blvd. Interchange Modification	Realignment of Columbia Pike: S. Gate Road to Pentagon.	13,275			10,000		
Columbia Pike Multimodal: West End Realignment	FMR Dr. to Fairfax Co. line to include left-hand turn lanes and sidewalks.	13,275		12,000			
Crystal City Multimodal Center	4 bus bays on 18th St. S. (S. Bell and S. Eads.)	213		1,500			
Silver Line/Blue Line Mitigation	Purchase four ART buses to improve north-south connection from CC to RB Corridor.	Ongoing Program		1,000			
Boundary Channel Drive Interchange	Reconstruct interchange. Includes two roundabouts and bike/ped safety improvements.	5,000		4,335			
Subtotal Project Priorities			10,250	18,835	20,000	25,000	23,000
10% Contingency/Reserve			1,150				
Other Regional Projects (Arlington Share)				2,500	2,500	2,500	2,500
Total Uses (benefit attributed to ACG)			11,400	21,335	22,500	27,500	25,500
Total Sources (4)			11,400	26,557	27,133	27,725	28,334
HB2313 Balance				5,222	4,633	225	2,834

Notes

(1) Assumes remaining project funding to include other local and external sources.

(2) Anticipate draft feasibility analysis of alternative locations and preliminary cost estimate for design and construction in August, 2013. Cost estimate subject to change.

(3) 30% design completed in 2006. Although feasible, there are issues with proceeding independent of site plan that need to be addressed before entering final design. Cost

(4) July 24, 2013 NVTA Revenue Estimates

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: July 16, 2015

SUBJECT: Regional Funding Project 059-90661 (Connector Bus Service Expansion)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-90661.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 059-90661 (Connector Bus Service Expansion), in accordance with the NVTAs approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement with the exception that the number of buses to be purchased is corrected to 12 buses; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by Fairfax County is consistent with the project previously approved by the Authority, with the exception that the number of buses to be purchased is corrected to 12 buses.
 - 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 059-90661

Coordination: Council of Counsels

XIII.ATTACHMENT

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, June 23, 2015, at which meeting a quorum was present and voting, the following resolution was adopted:

AGREEMENT EXECUTION RESOLUTION

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Standard Project Agreement (SPA) with NVTa for THE Fairfax Connector Bus Service Expansion Project (9K) substantially in the form of the NVTa SPA presented to the Board by staff on June 23, 2015.

Adopted this 23rd day of June 2015, Fairfax, Virginia

Attest:


Catherine A. Chianese

Clerk to the Board of Supervisors

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

NVTA Project Number: ~~911~~ 059 - 90661

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Fairfax County shall:

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

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

Paragraph.

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

periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern _____ Fairfax County _____; and provide to NVTA copies of all such drawings and plans free of charge, upon request.

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

attached as Appendix D.

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

B. NVTAs

Obligations

NVTAs shall:

- I. Provide to _____ Fairfax County _____ the funding authorized by NVTAs 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 NVTAs.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by _____ Fairfax County _____ for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all _____ Fairfax County _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from _____ Fairfax County _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify _____ Fairfax County _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of _____ Fairfax County _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.
4. Route all _____ Fairfax County _____'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's

Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Fairfax County 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that Fairfax County has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise Fairfax County 's designated representative in writing. Fairfax County will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Fairfax County 's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that Fairfax County has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from Fairfax County of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Fairfax County. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Make guidelines available to Fairfax County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all

contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.

2. _____ Fairfax County _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by

_____ Fairfax County _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph,

_____ Fairfax County _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.

3. NVTA may terminate this Agreement, for cause, resulting from _____ Fairfax County _____'s material breach of this Agreement. If so terminated _____ Fairfax County _____ shall refund to NVTA all funds NVTA provided to _____ Fairfax County _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ Fairfax County _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ Fairfax County _____ may request that NVTA excuse _____ Fairfax County _____ from refunding all funds NVTA provided to _____ Fairfax County _____ for the Project based upon _____ Fairfax County _____'s substantial completion of the

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

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

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive

Director and _____ Fairfax County _____ 's chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to _____ Fairfax County _____ 's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

_____ Fairfax County _____ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this Agreement. In the event that _____ Fairfax County _____ fails to use any of the Project Assets funded under this Agreement for the

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

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

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

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

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

By:

Date:

Fairfax County

By: _____

Date: _____

(Name of Recipient Entity)

Appendix A -Narrative Description of Project Attach- Approved NVTA Project

Description Sheet

NVTA Project Title: Connector Bus Service Expansion - Capital Purchase 22 Buses (9K)

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information:

Kris Miller
703-877-
5622,
4050 Legato Road, Suite 400
Fairfax VA, 22033

NVTA Program Coordinator Contact information:

Keith Jasper
703-642-4652
3040 Williams Dr, Suite 200
Fairfax, VA

Project Scope

Only Complete if Different from the Approved NVTA Project Description Sheet

Due to the amount of funding awarded, Fairfax County will only purchase 12 buses under this agreement.

Detailed Scope of Services

Only Complete if Different from the Approved NVTA Project Description Sheet

APPENDIX B-PROJECT BUDGET & CASH FLOW PROJECT

IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Connector Bus Service Expansion - Capital Purchase 12 Buses (9K)
 Recipient Entity: Fairfax County
 Project Contact Information: Kris Miller, 703-877-5622, 4050 Legato Road Suite 400, Fairfax, VA 22033

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions	\$ 6,000,000	\$ 6,000,000				
Other						
Total Estimated Cost	\$ 6,000,000	\$ 6,000,000	\$ -		\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions			\$ 6,000,000							
Other										
Total Estimated Cost	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

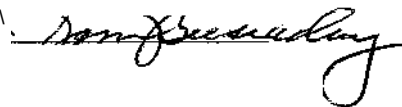
Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September			\$ 1,010,000							
October			\$ 2,000,000							
November			\$ 540,000							
December			\$ 1,500,000							
January			\$ 950,000							
February										
March										
April										
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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



Northern Virginia Transportation Authority

Signature
 Director, Department of Transportation Title.

Signature
NVTA Executive Director
 Title

Date

Print name of person signing

Date
Tom Biesiadny
 Print name of person signing



FY 2015-16 PROJECT DESCRIPTION FORM (9K)

Basic Project Information

Submitting Agency: Fairfax County

Project Title: Connector Bus Service Expansion - Capital Purchase 22 Buses (9K)

Project Type (check one):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): Multiple Corridors, including Corridors 5, 6, 7, and 8

1. **Project Description:** The County is planning to start two (2) new bus routes and improve service on nine (9) additional routes. New and improved service as part of this project would operate within the I-66 Corridor and locations in southern Fairfax County, including service between the Vienna Metrorail Station and Centerville, and in the Huntington and Springfield areas. The \$11 million requested would cover the purchase of the 19 buses needed for peak service, plus 3 additional buses for use as spares to cover down time for bus servicing and repairs,
2. **Requested NVTA Funds:** \$6,000,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** All phases of procurement for capital bus purchases.
4. **Total Cost to Complete Project:** \$11,000,000
5. **Project Milestone -Study Phase:** Start of Study - This purchase would support those service enhancements mentioned in the project description above, and recommended in the County Transit Development Plan.
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - N/A
7. **Project Milestones -Final Design:** Start of Final Design - N/A
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - N/A
9. **Project Milestone - Construction:** Start of Construction - N/A
10. **Project Milestone - Mass Transit Vehicle Acquisition:** Start of Construction - Procurement and delivery anticipated in FY 2016.



11. Is Project in Transaction 2040:

Yes (X)

No ()

12. Project in 2010 CLRP: N/A 13. Project Leverages other Funding: (please state amount)

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

Stated Benefits

- **What Regional benefit(s) does this project offer?**
 Expands the Connector bus fleet; implements new routes serving two (2) major employment centers (Tysons, Fort Belvoir), provides connections to and from neighboring jurisdictions; increases capacity of Fairfax Connector bus system; contributes to congestion mitigation.
- **How does the project reduce congestion?**
 By expanding transit system capacity, reduces single-occupant vehicle travel on regional roadways.
- **How does project increase capacity? (Mass Transit Projects only)**
 Increases number of buses in the Fairfax Connector system, which allows the addition of new bus routes on regional corridors, and increased service levels on existing regional routes.
- **How does project improve auto and pedestrian safety?**
 By expanding the transit system capacity, reduces single-occupant vehicle travel on regional roadways, which increases both vehicular and pedestrian safety.
- **List internet links below to any additional information in support of this project:**
 Included in the Fairfax County Transit Development Plan, <http://www.fairfaxcounty.gov/fcdot/tdp.htm>.



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia





Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
JURISDICTION AND AGENCY COORDINATING COMMITTEE
(TransAction Subcommittee)

MEMORANDUM

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

FROM: Monica Backmon, Executive Director, NVTa

DATE: July 17, 2015

SUBJECT: Approval of TransAction Update Contract Award

1. **Purpose.** To seek Northern Virginia Transportation Authority (NVTa) approval to award the contract to update the TransAction 2040 Long Range Transportation Plan, to AECOM Technical Services Inc. (AECOM).

***Suggested Motion:** I move approval to award the contract to update the TransAction 2040 Long Range Transportation Plan to AECOM Technical Services Inc. and authorize the Executive Director to sign the agreement on behalf of the NVTa in a form approved by legal counsel.*

2. **Background.** TransAction 2040 is the Authority's current long range transportation plan, adopted in 2012. It has been the Authority's practice to update TransAction every five years. As the update process is expected to last two years, the Authority must select a consultant during 2015 so that the updated plan can be adopted in 2017.

The TransAction update, when adopted, will provide a multi-modal vision for transportation improvements in Northern Virginia and will guide the development of the Authority's FY2018-23 Six Year Program. This TransAction update is the first since the implementation of HB 2313 (2013). Per the legislation, the Authority can only fund regional projects that are included in its current long range transportation plan.

3. **Status.** In summer 2014, the Jurisdiction and Agency Coordinating Committee (JACC) established a TransAction subcommittee, with membership open to all JACC members. The role of the subcommittee was to develop a statement of work for the Request for Proposals (RFP), which was subsequently approved by the Authority at its meeting on April 23, 2015.

The RFP was posted on April 25, 2015, with a deadline for responses of May 22, 2015. Four

responsive proposals were received. These proposals were reviewed by a selection panel drawn from a cross-selection of the TransAction subcommittee. The eight-member selection panel comprised one representative from each county, the City of Alexandria, VRE, PRTC and NVTA. The panel was chaired by the Arlington County representative, supported by the Loudoun County representative as vice-chair.

The selection panel shortlisted two firms and conducted negotiations with each. Although both firms submitted excellent proposals, the selection panel unanimously agreed that AECOM offers the best overall value to the Authority for the TransAction update, taking into account technical approach, technical scores, presentations, Q&A and cost proposals.

Subsequent to this unanimous decision by the selection panel, NVTA staff coordinated with the Council of Counsels to review contractual terms and conditions with AECOM.

- 4. Budget.** The approved budget for the TransAction update is \$2,500,000. The contract amount is within budget and contains an adequate contingency. Over the five year life of the TransAction update, the contract amount is equivalent to less than one quarter of one percent of regional revenues over the same time period, estimated to be on the order of \$1 billion.

The statement of work allows for the possibility of a mid-cycle (during the five year life of the Plan) update, although no funding will be requested for this until such time as it is determined to be necessary.

- 5. Next Steps.** Subject to Authority approval of the recommendation to award the contract to AECOM, the contract will be executed and a notice to proceed issued. It is envisioned the TransAction Update project will commence in August 2015 and conclude in the Fall of 2017. The TransAction subcommittee will provide oversight throughout the two-year project timeline.

Michael Longhi, NVTA CFO, will serve as Contract Officer; Peggy Teal, NVTA Assistant Finance Officer, will serve as Contract Manager; and Keith Jasper, NVTA Program Coordinator, will serve as Project Manager.

Coordination: NVTA Jurisdiction and Agency Coordinating Committee, Council of Counsels

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Michael Longhi, Chief Financial Officer

SUBJECT: Monthly Revenue Report

DATE: July 17, 2015

1. **Purpose:** Update of HB 2313 receipts, revenue estimates and distributions.
2. **Background:** The attached reports reflect funding received or in process through June 2015.
3. **Comments:**
 - a. **FY 2015 Revenues (Attachment A)**
 - i. The Authority has received approximately \$252.3 million through the June transfers from the Commonwealth.
 - ii. Actual to estimate comparison for revenues through June show a 14.7% positive variance in Grants Tax receipts, a 1.49% positive variance in Sales Tax receipts and a 2.51 % positive variance in Transient Occupancy Tax receipts.
 - b. **FY 2015 Distribution to localities (Attachment B)**
 - i. As of the preparation of this report, all nine jurisdictions have completed the HB2313 required annual certification process to receive FY2015 30% funds.
 - ii. Of the \$252.3 million received by the Authority for FY2015, approximately \$75.7 million represents 30% local funds.
 - iii. All the \$75.7 million eligible to be distributed has been transferred to the member jurisdictions as of the end of June.
 - c. **FY2014 to FY2015 Year to date Revenue Comparison (Attachment C).**
 - i. This chart reflects a month to month comparison of revenue by tax type and a year to year comparison of total revenues received through June 2015.
 - ii. While the chart reflects positive growth in the three revenue types the year to year history for the Authority is very limited.
 - iii. No changes to the FY2015 revenue estimates are recommended at this time.

Attachments:

- A. Revenues Received By Tax Type, Compared to NVTa Estimates, Through June 2015
- B. FY2015 30% Distribution by Jurisdiction, through June 2015
- C. Month to Month Comparison By Tax Type and YTD Receipts, Through June 2015 and 2014

XVII.A

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

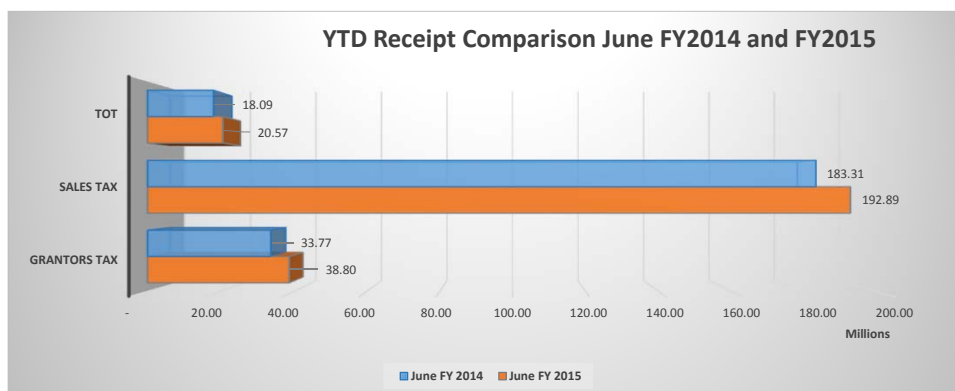
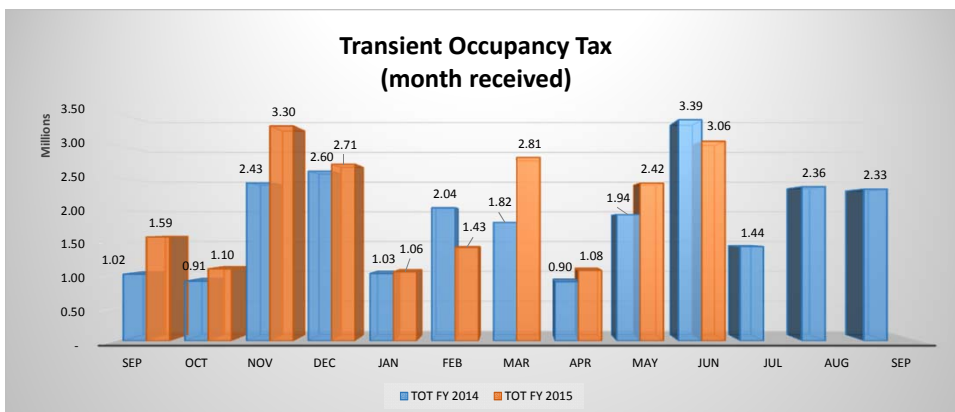
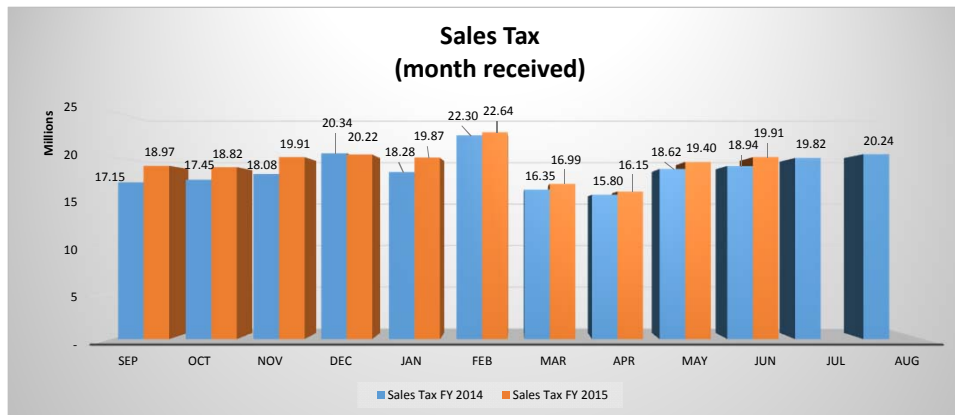
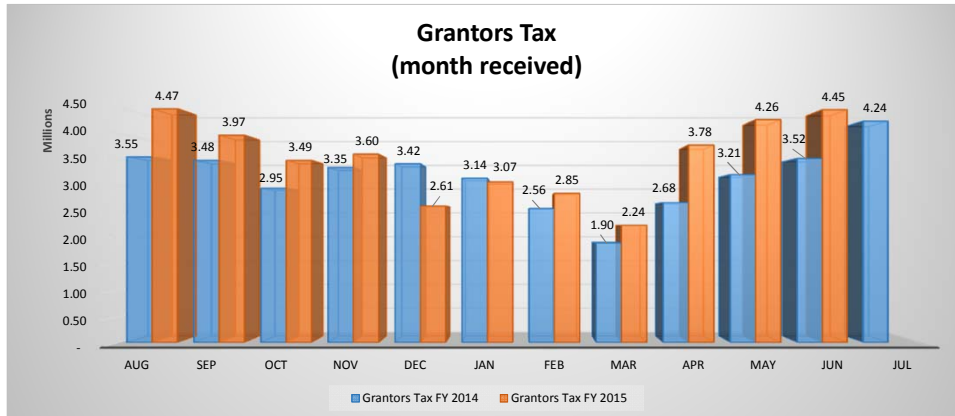
Grantors Tax		Received		NVTA FY 2015 Budget		Annualized - Actual	Projected
Transaction Months	11	To Date	Annualized			To Budget	Variance
City of Alexandria		\$ 3,216,629	\$ 3,509,049	\$ 3,195,000	\$	314,049	
Arlington County		\$ 4,064,913	\$ 4,434,450	\$ 4,574,287	\$	(139,837)	
City of Fairfax		\$ 269,802	\$ 294,329	\$ 290,799	\$	3,530	
Fairfax County		\$ 17,988,175	\$ 19,623,464	\$ 15,169,980	\$	4,453,484	
City of Falls Church		\$ 269,728	\$ 294,249	\$ 263,319	\$	30,930	
Loudoun County		\$ 7,832,977	\$ 8,545,066	\$ 8,466,000	\$	79,066	
City of Manassas		\$ 289,478	\$ 315,794	\$ 272,917	\$	42,877	
City of Manassas Park		\$ 147,625	\$ 161,045	\$ 149,692	\$	11,353	
Prince William County		\$ 4,722,158	\$ 5,151,446	\$ 4,521,672	\$	629,774	
Total Grantors Tax Revenue		\$ 38,801,484	\$ 42,328,892	\$ 36,903,666	\$	5,425,226	14.70%
Regional Sales Tax*		Received		FY 2015 Budget		Annualized - Actual	
Transaction Months	10	To Date	Annualized			To Budget	
City of Alexandria		\$11,634,775	\$ 13,961,730	\$ 14,891,000	\$	(929,270)	
Arlington County		\$19,827,138	\$ 23,792,565	\$ 23,984,390	\$	(191,825)	
City of Fairfax		\$5,641,858	\$ 6,770,229	\$ 6,536,626	\$	233,603	
Fairfax County		\$87,124,828	\$ 104,549,794	\$ 100,596,000	\$	3,953,794	
City of Falls Church		\$1,833,094	\$ 2,199,713	\$ 2,498,666	\$	(298,953)	
Loudoun County		\$33,070,698	\$ 39,684,837	\$ 40,086,000	\$	(401,163)	
City of Manassas		\$3,908,053	\$ 4,689,664	\$ 4,620,629	\$	69,035	
City of Manassas Park		\$1,008,121	\$ 1,209,745	\$ 930,903	\$	278,842	
Prince William County		\$28,838,501	\$ 34,606,201	\$ 33,928,982	\$	677,219	
Total Sales Tax Revenue*		\$ 192,887,066	\$ 231,464,479	\$ 228,073,196	\$	3,391,283	1.49%
Transient Occupancy Tax (TOT)		Received		FY 2015 Budget		Annualized - Actual	
Transaction Months		To Date	Annualized			To Budget	
City of Alexandria	Months	10.00 \$ 2,555,483	\$ 3,066,580	\$ 3,364,000	\$	(297,420)	
Arlington County	Months	10.00 \$ 7,328,126	\$ 8,793,751	\$ 8,890,830	\$	(97,079)	
City of Fairfax	Quarters	2.00 \$ 195,069	\$ 390,139	\$ 349,526	\$	40,613	
Fairfax County	Quarters	3.00 \$ 7,127,608	\$ 9,503,478	\$ 8,965,800	\$	537,678	
City of Falls Church	Months	10.00 \$ 109,745	\$ 131,694	\$ 143,309	\$	(11,615)	
Loudoun County	Quarters	3.25 \$ 2,144,131	\$ 2,638,931	\$ 2,020,000	\$	618,931	
City of Manassas	Months	10.00 \$ 45,508	\$ 54,609	\$ 78,546	\$	(23,937)	
City of Manassas Park		\$ -	\$ -	\$ -	\$	-	
Prince William County	Quarters	3.25 \$ 1,066,864	\$ 1,313,063	\$ 1,446,000	\$	(132,937)	
Total TOT Revenue		20,572,535	25,892,246	\$ 25,258,011		634,235	2.51%
Total Revenue Received		\$ 252,261,085	\$ 299,685,616	\$ 290,234,873	\$	9,450,743	3.26%
		\$ 252,261,085					
*The Regional Sales Tax is reported net of the following fees:							
	August Receipt	\$	-				
	September Receipt	\$	-				
	October Receipt	\$	22,065				
	November Receipt	\$	1,035				
	December Receipt	\$	22,310				
	January Receipts	\$	14,198				
		\$	59,608				

XVII.B

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
FY 2015 30% DISTRIBUTION BY JURISDICTION

Based on: Receipts through June 2015

Jurisdiction	Grantor's Tax	Regional Sales Tax (1)	Transient Occupancy Tax (2)	NVTA Fund Interest	Total	30% Funds	Accrued Interest (3) (+)	Prior Distributions	Current Month Distribution	Total Funds Transferred
City of Alexandria	\$ 3,216,628.55	\$ 11,634,774.83	\$ 2,555,483.37	\$ 15,093.22	\$ 17,421,979.97	\$ 5,226,593.99	240.70	\$ 4,638,579.14	\$ 588,255.55	\$ 5,226,834.69
Arlington County	\$ 4,064,912.75	\$ 19,827,137.50	\$ 7,328,125.88	\$ 31,101.75	\$ 31,251,277.88	\$ 9,375,383.36	412.62	\$ 8,336,985.62	\$ 1,038,810.36	\$ 9,375,795.98
City of Fairfax	\$ 269,801.55	\$ 5,641,857.89	\$ 195,069.43	\$ 1,436.07	\$ 6,108,164.94	\$ 1,832,449.48	68.77	\$ 1,724,589.21	\$ 107,929.04	\$ 1,832,518.25
Fairfax County	\$ 17,988,174.90	\$ 87,124,828.31	\$ 7,127,608.41	\$ 64,233.58	\$ 112,304,845.20	\$ 33,691,453.56	1,512.96	\$ 29,917,517.19	\$ 3,775,449.33	\$ 33,692,966.52
City of Falls Church	\$ 269,728.20	\$ 1,833,094.37	\$ 109,745.21	\$ 964.23	\$ 2,213,532.01	\$ 664,059.60	34.39	\$ 589,233.61	\$ 74,860.38	\$ 664,093.99
Loudoun County	\$ 7,832,977.31	\$ 33,070,697.59	\$ 2,144,131.38	\$ 27,017.99	\$ 43,074,824.27	\$ 12,922,447.28	584.55	\$ 11,606,152.62	\$ 1,316,879.21	\$ 12,923,031.83
City of Manassas	\$ 289,477.95	\$ 3,908,053.41	\$ 45,507.67	\$ 1,158.28	\$ 4,244,197.31	\$ 1,273,259.19	68.77	\$ 1,136,474.14	\$ 136,853.82	\$ 1,273,327.96
City of Manassas Park	\$ 147,624.60	\$ 1,008,120.85	\$ -	\$ 485.12	\$ 1,156,230.57	\$ 346,869.17	34.39	\$ 310,553.30	\$ 36,350.26	\$ 346,903.56
Prince William County	\$ 4,722,158.39	\$ 28,838,501.00	\$ 1,066,864.08	\$ 15,420.08	\$ 34,642,943.55	\$ 10,392,883.07	481.39	\$ 9,240,338.28	\$ 1,153,026.18	\$ 10,393,364.46
Total Revenue	\$ 38,801,484.20	\$ 192,887,065.75	\$ 20,572,535.43	\$ 156,910.32	\$ 252,417,995.70	\$ 75,725,398.70	\$ 3,438.54	\$ 67,500,423.11	\$ 8,228,414.13	\$ 75,728,837.24
1 Net of Dept. of Taxation Fees 2 County TOT includes any town collections 3 Interest earned through 5/31/2015										



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Michael Longhi, Chief Financial Officer

SUBJECT: NVTa Operating Budget

DATE: July 17, 2015

1. **Purpose:** To update the Authority on the NVTa Operating Budget for FY2015.
2. **Background:** The NVTa operating budget is funded through the participating jurisdictions. All jurisdictions have contributed their respective share of the FY2015 operating budget.
3. **Comments:** This report marks the end of the year for FY2015. The totals are unaudited at this point and no major change is expected through audit adjustments. Specific items of interest in the report are:
 - a. **Income:** Operating Revenue at over 100% of budget.
 - b. **Expenditures:** Expenditures were less than budgeted with two line items being carried over to fiscal year 2016:
 - i. Transaction Update Outreach at \$46,200
 - ii. Web Development & Hosting at \$28,509
 - c. The Operating Reserve of \$236,578 was not used in FY2015 and rolls forward into FY2016 to support the current Operating Reserve.

Attachment: FY2015 Operating Budget through June 30, 2015

XVIII. ATTACHMENT

Northern Virginia Transportation Authority FY 2015 Operating Budget June 30, 2015			
INCOME:	Approved Budget	Actual Receipts	Variance Budget to Actual
Budget Carryforward	\$ 270,000.00	\$ 294,142.00	\$ 24,142.00
Interest (70% Regional Revenues) *			-
Billed to Member Jurisdictions	1,149,473.00	1,149,473.00	-
Misc. Income		3,229.09	3,229.09
Reimbursement -LOC Cost of Issuance			-
Total Income	1,419,473.00	1,446,844.09	27,371.09
EXPENDITURES:	Approved Budget	Actual Expenditures	Variance Budget to Actual
Personnel Expenditures			
Salaries	\$ 649,290.00	\$ 643,178.92	\$ 6,111.08
Benefits	140,850.00	121,639.76	19,210.24
Taxes	49,600.00	47,628.52	1,971.48
Personnel Subtotal	839,740.00	812,447.20	27,292.80
Professional Service			
Audit/Accounting	27,500.00	27,369.00	131.00
Banking Services	1,000.00	129.57	870.43
Insurance	3,700.00	3,689.00	11.00
Payroll Services	2,000.00	1,085.17	914.83
Transaction Update Outreach	46,200.00	-	46,200.00
Public Outreach	23,800.00	31,843.29	(8,043.29)
Professional Subtotal	104,200.00	64,116.03	40,083.97
Technology/Communication			
Accounting & Financial Reporting System	25,000.00	20,125.00	4,875.00
Hardware Software & Peripherals Purchase	7,000.00	4,241.64	2,758.36
IT Support Services including Hosting	11,794.00	10,600.41	1,193.59
Phone Service	7,060.00	4,686.07	2,373.93
Web Development & Hosting	30,000.00	1,491.10	28,508.90
Subtotal Technology/Communication	80,854.00	41,144.22	39,709.78
Administrative Expenses			
Advertisements	6,000.00	425.00	5,575.00
Dues & Subscriptions	2,500.00	1,578.00	922.00
Duplication/Printing	15,000.00	11,093.91	3,906.09
Furniture/Fixtures	58,000.00	42,667.84	15,332.16
Meeting Expenses	3,600.00	5,993.86	(2,393.86)
Mileage/Transportation	7,200.00	3,168.27	4,031.73
Miscellaneous Expense (moving expense)	5,000.00	1,337.93	3,662.07
Office Lease	50,000.00	5,535.00	44,465.00
Office Supplies	5,200.00	7,151.62	(1,951.62)
Postage/Delivery	600.00	228.00	372.00
Professional Development/Training	5,000.00	2,111.32	2,888.68
Subtotal Administrative Expenses	158,100.00	81,290.75	76,809.25
Expenditure Subtotal	1,182,894.00	998,998.20	183,895.80
Operating Reserve (20%)	236,579.00	-	236,579.00
Total Expenditures	1,419,473.00	998,998.20	420,474.80
Budget Balance	\$ -	\$ 447,845.89	\$ 447,845.89
Member Jurisdiction Support			
Jurisdiction	2010 Population	FY 2015 Support Amounts	
City of Alexandria	6.30%	\$ 72,417	
Arlington County	9.40%	\$ 108,050	
City of Fairfax	1.00%	\$ 11,495	
Fairfax County	48.00%	\$ 551,747	
City of Falls Church	0.60%	\$ 6,897	
Loudoun County	14.20%	\$ 163,225	
City of Manassas	1.70%	\$ 19,541	
City of Manassas Park	0.60%	\$ 6,897	
Prince William County	18.20%	\$ 209,204	
		\$ 1,149,472	

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

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

FROM: Monica Backmon, Executive Director

DATE: July 17, 2015

SUBJECT: Executive Director's Report

1. **Purpose:** To inform the Authority of items of interest not addressed in other agenda items.
2. **HB 2:** At its June 17th meeting, the Commonwealth Transportation Board (CTB) adopted the weighting criteria for the HB 2 process. Applicant eligibility for the HB 2 process requires localities and public transit agencies receive resolutions of support from the relevant regional entity (NVRTA for Northern Virginia) for any project in a Corridor of Statewide Significance. Public transit agencies must also receive a resolution of support from the Authority for projects identified in the Regional Networks. Although the application deadline for HB 2 project submission is September 30th, the deadline for receipt of the resolutions from the Authority is December 1, 2015. NVRTA staff is developing a draft resolution for Authority consideration at the October 22nd meeting.

Per the HB 2 Policy Guide, the NVRTA can also submit eligible projects for consideration for the HB 2 process. As stated at the June CTB meeting, the Secretary of Transportation would like the NVRTA to submit the I-66 Outside the Beltway project for HB 2 consideration. NVRTA staff will discuss this in more detail at the I-66 Outside the Beltway Committee meeting.

3. **HB 2313 30% Funded Projects:** NVRTA staff is in the process of developing a list of projects that localities are using HB 2313 30% funds to advance. It is anticipated that this list will be shared with the Authority at the October NVRTA meeting.
4. **SPA Workshop:** NVRTA staff is in the process of scheduling a workshop on the NVRTA Standard Project Agreement. The purpose of this workshop is to review the requirements of the SPAs and accompanying appendices. The SPA workshop will follow the model of the Annual Certification (30% Funding) workshop in which member locality input was sought on how to improve administrative processes. In addition to soliciting improvements, the workshop also benefitted attendees through an increased understanding of the requirements and processes through which NVRTA complies with HB 2313 (2013). The SPA workshop is planned to support the implementation of the first six year call for projects.

5. **NVTA Website Update:** The award for the update to the Authority website was issued on June 25, 2015. Web development of the new site has begun and will continue over the next three months with a scheduled launch date of October 1, 2015.
6. **Advancing FY2014-2016 Projects:** Approval of SPAs on the agenda will represent 21 approved agreements for projects adopted in the FY2015-16 Two Year Program. The SPA Activation Policy requires approved SPAs within six months of NVTA approval of projects. At this time, NVTA staff anticipates having the remaining (16) SPAs approved by the October 22nd Authority meeting, which is the deadline for approval. The attached handout details the status of the projects with approved SPAs. The status of all approved projects can be found on the NVTA homepage.
7. **VTrans2040 Multimodal Transportation Plan:** The Office of Intermodal Planning and Investment (OIPI) is seeking comments from local officials, agency staff, and the general public on the draft 2025 Needs Assessment for the VTrans2040 Multimodal Transportation Plan (VMTP). Participants will review the draft Needs Assessment, validate and/or propose adjustments to the assumptions and findings, and discuss questions, concerns, and ideas with OIPI. Agency stakeholders and officials will participate in facilitated work sessions from 1:00-4:00pm, followed by a public open house from 5:00-7:00pm. The Regional Forum and the Public Meeting will be held on July 29, 2015 at the VDOT Northern VA District Office, 4975 Alliance Drive, Fairfax.

Attachment: FY2014-2016 Transportation Projects Advancing as of July 23, 2015.



NVTA FY2014-16 Program Project Status

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Arlington County	Blue/Silver Line Mitigation – Purchase of four new transit buses to introduce Silver Line connecting service. Arlington Transit is using the four 19 passenger buses to enable additional capacity on the ART 43 Route between Crystal City, Rosslyn and Court House.	\$797,696 (FY2014)	Asset Acquisition Transit Technology Initiation of Service	Service initiated on March 31, 2014.	Complete March 2014.
Arlington County	Boundary Channel Drive Interchange – Constructs two roundabouts at the terminus of the ramps from I-395 to Boundary Channel Drive, which eliminate redundant traffic ramps to/from I-395. In addition, the project will create multi-modal connections to/from the District of Columbia that will promote alternate modes of commuting into and out of the District.	\$4,335,000 (FY2014)	Construction	Planning and design underway; construction of the interchange begins in Fiscal Year 2018; construction of the local road that connects to the interchange (Long Bridge Drive) begins in Fiscal Year 2016.	By 2018 (Long Bridge Drive) and by 2020 (interchange)
Arlington County	Columbia Pike Multimodal Improvement – Includes a modified street cross-section with reconfigured travel and transit lanes, medians and left-turn lanes, utility undergrounding and other upgrades along Arlington's 3.5 mile Columbia Pike corridor from the Fairfax County line on the west end to Four Mile Run.	\$12,000,000 (FY2014)	Construction	Design notice to proceed was provided in October 2014. Invitation to Bid scheduled for release December 2015, with construction expected to be under way in spring 2016.	Fall 2018
Arlington County	Crystal City Multimodal Center – Provides four additional saw-tooth bus bays for commuter and local bus services, seating, dynamic information signage, lighting, additional bicycle parking, curbside management plan for parking, kiss and ride, and shuttles, and pedestrian safety improvements along 18th Street South between South Bell Street and South Eads Streets.	\$1,500,000 (FY2014)	Construction	Construction started July 6, with expected completion in January 2016.	January 2016
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		Start of construction in January 2018

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
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		Start of construction in June 2017
Arlington County	Route 244 Columbia Pike Street Improvements – Realignment of road including shifting the roadway south of its existing location, eliminating the s-curves and enhancing pedestrian facilities	\$10,000,000 (FY2015-16)	Engineering Construction		Start of construction in April 2016
Fairfax County	Innovation Metrorail Station – Construction of the Silver Line Phase II extension of the rail system from Washington DC, to and beyond the Dulles International Airport. This multimodal facility will include bus bays, bicycle parking, kiss-and-ride and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road.	\$41,000,000 (FY2014)	Design Construction	Project is in Design. Construction in the median for station foundation is planned for summer 2015.	Estimated 2019
Fairfax County	NEW! 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		Start of construction in August 2015
Fairfax County	NEW! 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		2018
Fairfax County	NEW! Connector Bus Service Expansion – Purchase of 12 buses for 2 new routes and improve service on 9 additional routes	\$6,000,000 (FY2015-16)	Asset Acquisition		2016
Loudoun County	Leesburg Park and Ride – Funding of land acquisition for a second Leesburg Park and Ride facility to accommodate a minimum of 300 spaces.	\$1,000,000 (FY2014)	ROW Acquisition Construction	Negotiations still underway.	Acquisition of land anticipated by end of 2015.
Loudoun County	LC Transit Buses – New transit buses to introduce Silver Line connecting service.	\$880,000 (FY2014)	Asset Acquisition	Buses have been ordered.	Anticipated delivery by May 2016.

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
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	Notice of Intent to Award is planned to be issued Mid-September, with Notice to Proceed being issued in mid-October, 2015. Project completion scheduled at this time for December, 2018.	December 2018
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		Start of construction in July 2017
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		Winter 2016
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		Start of construction in April 2016
Prince William County	Route 1 Widening from Featherstone Road to Marys Way – Widen Route 1 from a 4 lane undivided highway to a 6 lane divided highway; including a multi-use trail on the west side and a sidewalk on the east side.	\$3,000,000 (FY2014)	Design	The roadway design activities have been started.	Design December 2016. Construction advertisement December 2018.
	NEW! 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		Start of construction in April 2017
Prince William County	Route 28 Widening from Linton Hall Road to Fitzwater Drive -- Widen from a 2 lane undivided roadway to a 4 lane divided highway. Project includes relocation and re-alignment of Route 215 (Vint Hill Road) and construction of a multi-use trails on the south side and a sidewalk on the north side.	\$28,000,000 (FY2014)	Engineering ROW Acquisition Construction	ROW appraisals and negotiations are ongoing. Have agreements for 43 of the 56 properties. Utility relocation to be completed by Spring 2016. All utilities, plans and estimates are in and have been approved.	December 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Prince William County	NEW! 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		Start of construction in August 2017
City of Alexandria	Potomac Yard Metrorail Station EIS – This project supports ongoing design and environmental activities associated with the development of a new Blue/Yellow Line Metrorail station at Potomac Yard, located between the existing Ronald Reagan Washington National Airport Station and Braddock Road Station.	\$2,000,000 (FY2014)	Design Environmental	A Locally Preferred Alternative was decided on May 20, 2015, with a Record of Decision by Spring 2016.	Expected to open by year-end 2018.
City of Alexandria	Shelters and Real Time Transit Information for DASH/WMATA – Constructs bus shelters and provides associated amenities such as real time information at high ridership stops.	\$450,000 (FY2014)	Asset Acquisition	Invitation to Bid is expected by September 2015. Installation is expected to commence in winter to spring 2016.	Winter 2016/2017
City of Alexandria	Traffic Signal Upgrades/Transit Signal Priority – Includes design of transit priority systems on Route 1 and Duke Street, and purchase of equipment and software to install transit signal priority and upgrade traffic signals on Route 1.	\$660,000 (FY2014)	Design Asset Acquisition	Procurement documents are in development. Design should be let out for bid in Summer 2015, with design beginning in the Fall 2015.	Winter 2016/2017
City of Alexandria	DASH Bus Expansion – Five new hybrid buses to provide additional service and increased headways to regional activity centers, including BRAC-133 at Mark Center and VRE Station at King Street.	\$1,462,500 (FY2014)	Asset Acquisition	Buses are currently being delivered.	Fall 2015
City of Fairfax	Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place – Widens Route 123 (Chain Bridge Road) to six lanes, improves the lane alignments of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 and improves pedestrian accommodations at all legs of the intersection. Includes extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.	\$5,000,000 (FY2014)	ROW Acquisition	Utility relocations. Construction is expected to commence in spring 2016.	2017 or 2018, depending on utility relocations
	Northfax – Intersection and drainage improvements at Route 29/50 and Route 123. Improvements on all legs of the intersection to improve traffic operations at the intersection and reduce delays experienced by travelers. Extension of a 3rd northbound lane on Route 123 from Route 29/50 to Eaton Place, the addition of a dual left turn from southbound Route 123 to eastbound Route 29/50, correction of substandard existing lane shifts within the project limits, the extension of turn lanes, and access management improvements.	\$10,000,000 (FY2015-16)	Construction	ROW acquisitions completed February 2015. Construction begins March 2016.	June 2018

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
City of Fairfax	35' CUE Bus Acquisition - Replaces six of the City's CUE transit buses with larger buses that can hold additional passengers. The new buses will be 35 feet long and will provide additional capacity, holding 31 seated passengers and 51 standing.	\$3,000,000 (FY2015-16)	Asset Acquisition	Anticipated delivery August 2015.	August 2015
City of Fairfax	Kamp Washington Intersection Improvements – Eliminates the existing substandard lane shift between Route 50 and Route 236 through the intersection; signalization phasing improvements; construction of an additional southbound lane on U.S 29 from the Kamp Washington (50/29/236) intersection to the existing third southbound lane; extension of the westbound through lanes on VA 236 (Main Street) from Chestnut Street to Hallman Street; lengthening of turn lanes to provide additional storage for turning vehicles from Route 50 to Route 50/29 and Route 236 to Route 29; new crosswalks, curb ramps, sidewalks and pedestrian signalization; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction begins September 2015.	April 2017
City of Fairfax	Jermantown Road/Route 50 Roadway Improvements – Addition of a third westbound lane along Route 50 (Fairfax Boulevard) (NHS) from Bevan Drive to Jermantown Road; widening of northbound Jermantown Road to allow for two through lanes adjacent to the left turn lane into the shopping center; geometric improvements to southbound Jermantown Road to provide a dual right turn lane, through lane, and left turn lane; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction began March 2015.	March 2016
City of Falls Church	Bus Stops Changes – Includes the provision of shelters and pedestrian way-finding information. Also includes consolidation of existing stops, design, ROW acquisition and construction for bus stop changes along Route 7, and provision of bus shelters.	\$200,000 (FY2014)	Engineering Construction Inspection Services	Final engineering review. Easement acquisition and procurement expected to commence during Spring 2015. Two bus shelters are expected to be installed in calendar year 2015. The remaining shelters are expected to be installed in spring 2016.	Fall 2015
City of Falls Church	Pedestrian Access to Transit – Includes the provision of enhanced pedestrian connections to the Intermodal Plaza being designed for the intersection of South Washington Street and Hillwood Avenue. The Intermodal Plaza will serve as a focal point for bus transportation in the area when completed.	\$700,000 (FY2014)	Engineering Environmental Construction	Engineering/initial design continues towards 65% completion. Coordination of utility undergrounding with Dominion continues. Construction expected to commence in summer 2015.	Summer 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
City of Falls Church	Pedestrian Bridge Providing Safe Access to the East Falls Church Metro Station – Includes the expansion of an existing bridge on Van Buren Street to include a segregated pedestrian area. The existing bridge lacks such a facility and requires pedestrians to detour onto the pavement in order to access the Metro Station.	\$300,000 (FY2014)	Design Construction	Engineering/initial design continues towards 30% completion. Surveys for site and utilities are continuing. Environmental Permit process beginning. Construction expected to commence in summer 2016.	Early 2017
Town of Herndon	Intersection Improvements (Herndon Parkway/Sterling Road) – Street capacity improvements for congestion relief. Project includes ROW acquisition and construction.	\$500,000 (FY2014)	Final Engineering ROW Acquisition Construction	Right of way acquisition for sidewalk improvements.	Highway improvement November 2014. Sidewalk improvements expected during the first half of 2015.
Town of Herndon	Intersection Improvements (Herndon Parkway/Van Buren Street) – Street capacity improvements for congestion relief.	\$500,000 (FY2014)	Engineering ROW Acquisition	Procurement approved and awarded in February 2015. Project is in design.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.
Town of Herndon	Access Improvements (Silver Line Phase II – Herndon Metrorail Station) – Provides additional vehicle and bus pull-off bays and major intersection improvements to include ADA accessible streetscape, paver crosswalks, bike-pedestrian signalization, refuge media islands and bus shelter/transit facilities.	\$1,100,000 (FY2014)	Engineering ROW Acquisition Construction	Procurement approved and awarded in March 2015. ROW acquisition/street dedication is to begin in early 2016 to be ready for construction in 2018.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.
Town of Leesburg	Edwards Ferry Road and Route 15 Leesburg Bypass Grade Separated Interchange – Development of a new grade separated interchange.	\$1,000,000 (FY2014)	Design Environmental	VDOT conducting survey work.	Interchange Justification Report expected complete in 2017.
Northern Virginia Transportation Commission	Transit Alternatives Analysis (Route 7 Corridor Fairfax County/Falls Church/Arlington County/Alexandria) – Corridor study to study transit options on Route 7.	\$838,000 (FY2014)	Planning for Phase 2 of Study	Study underway. Issued the full Notice to Proceed in November 2014. Finalized Outreach Plan in January. Virtual public kick-off launched April 20, 2015.	Expected completion in March 2016.
Potomac and Rappahannock Transportation Commission	Gainesville New Service Bus – Funding to acquire one commuter bus for new PRTC Gainesville Service.	\$559,275 (FY2014)	Asset Acquisition	Delivery of bus in spring 2014.	Complete

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Potomac and Rappahannock Transportation Commission	Western Maintenance Facility – New facility will alleviate overcrowding at PRTC's Transit Center (which was designed to accommodate 100 buses, but is currently home to over 153 buses) and to permit service expansion as envisioned and adopted in PRTC's long range plan.	\$16,500,000 (FY2015-16)	Construction Testing Inspection Oversight	Plans submitted to Prince William County for review to obtain Building Permit. Expect to seek approval of GMP (Guaranteed Maximum Price) at the September 2015 Commission meeting with construction to follow shortly thereafter.	Early summer of 2017
Virginia Department of Transportation	Route 28 Hot Spot Improvements (Loudoun Segment) – Loudoun segment of Route 28 improvements from Sterling Blvd. to the Dulles Toll Road.	\$12,400,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
Virginia Department of Transportation	Route 28 Widening Dulles Toll Road to Route 50 – Widen Route 28 from 3 to 4 lanes Southbound from Dulles Toll Road to Route 50.	\$20,000,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
Virginia Department of Transportation	Route 28 Widening McLearen Road to Dulles Toll Road – Widen Route 28 from 3 to 4 lanes Northbound from McLearen Road to Dulles Toll Road.	\$11,100,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
Virginia Railway Express	Alexandria Station Tunnel – Includes a pedestrian tunnel connection between Alexandria Union Station/VRE Station and the King Street Metrorail Station, as well as the improvement of the VRE station east side platform to enable it to service trains on both sides.	\$1,300,000 (FY2014)	Construction	Preliminary engineering has begun and a schedule developed. 30% plans are due in June 2015. Coordination with VDOT for environmental documentation review. Coordination with stakeholders continues; meetings with City of Alexandria, WMATA and Amtrak have been scheduled.	Summer 2017
Virginia Railway Express	Gainesville to Haymarket Extension – Corridor study and preliminary development of an 11-mile VRE extension from Manassas to Gainesville-Haymarket.	\$1,500,000 (FY2014)	Planning Project Development Conceptual Design	Contract awarded March 2015; execution is awaiting REF funding agreement.	Spring 2018
Virginia Railway Express	Lorton Station Second Platform – Includes final design and construction of a 650 foot second platform at the VRE Lorton Station in Fairfax County to accommodate trains up to 8 cars in length.	\$7,900,000 (FY2014)	Final Design Construction	Update of prior second-platform preliminary engineering PE underway with Fairfax County and DRPT to accommodate new CSXT platform requirements.	Fall 2016
Virginia Railway Express	NEW! 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	Start of study in October 2015.	

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Virginia Railway Express	NEW! 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	Start of construction in March 2018	
Virginia Railway Express	NEW! 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	Start of construction in January 2018	
Virginia Railway Express	NEW! 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	Start of construction in May 2016	
Virginia Railway Express	NEW! 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	Start of study in October 2015	
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.	Completed project planning, prepared contract documents, specifications and drawings.	Projected Contract Close-out March 1 st , 2017

Correspondence Section



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

June 24, 2015

Ms. Wendy Block Sanford
Transportation Director
City of Fairfax
10455 Armstrong Street
Fairfax, VA 22030

Dear Ms. Block Sanford,

I am responding to your letter dated June 24, 2015 requesting a determination of eligibility for the use of HB 2313 30 percent revenues for the following project:

- A Roadbed Reconstruction Project that the City is considering funding with 30 percent NVTA funding. In general, roadbed reconstruction may involve some or all of the following activities: removal and replacement of the base stone or asphalt; removal and replacement of the surface and base asphalt; and removal and replacement of the concrete pavement.

The letter also notes that the City of Fairfax has Revenue Sharing funding to complete a roadbed reconstruction project on Fairfax Boulevard (Route 50), but would like to supplement the funding with 30% funding since the bids have come in higher than the VDOT funding allocations. This is considered a Priority 1 Construction (not maintenance) Project in the VDOT Revenue Sharing Guidelines. Accordingly, the City believes that this would be eligible for NVTA 30% funding.

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

As stated in the HB2313, 30% funding can be used for the purposes identified below:

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

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

Best regards,



Monica Backmon
Executive Director

cc: NVTA Council of Counsels

Mayor David Silverthorne

Robert Sisson, City Manager

David Hodgkins, Assistant City Manager/CFO

Brian Lubkeman, City Attorney

Michael Longhi, NVTA, CFO



City of Fairfax

***10455 Armstrong Street
Fairfax, Virginia 22030-3630***

June 17, 2015

Ms. Monica Backmon
Executive Director
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200
Fairfax, Virginia 22031

Re: Request for determination about Project Eligibility Utilizing 30% Funding

Dear Ms. Backmon:

The City of Fairfax requests a determination from the NVTA Council of Counsels about eligibility for a Roadbed Reconstruction Project that the City is considering funding with 30 percent NVTA funding. In general, roadbed reconstruction may involve some or all of the following activities: removal and replacement of the base stone or asphalt; removal and replacement of the surface and base asphalt; and removal and replacement of the concrete pavement.

The City of Fairfax has Revenue Sharing funding to complete a roadbed reconstruction project on Fairfax Boulevard (Route 50), but would like to supplement the funding with 30% funding since the bids have come in higher than the VDOT funding allocations. This is considered a Priority 1 Construction (not maintenance) Project in the VDOT Revenue Sharing Guidelines. Accordingly, the City believes that this would be eligible for NVTA 30% funding.

Sincerely,

Wendy Block Sanford

Wendy Block Sanford
Transportation Director

CC: Robert Sisson, City Manager
David Hodgkins, Assistant City Manager/CFO
Brian Lubkeman, City Attorney
David Summers, Public Works Director



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

July 8, 2015

Mr. Jason L. Cournoyer
Senior Management Analyst
Leesburg Town Hall
25 West Market Street
Leesburg, Virginia 20176

Dear Mr. Cournoyer,

I am responding to your email dated June 25, 2015 requesting a determination of eligibility for the use of HB 2313 30% revenues for the following project:

- A bike lane on Plaza Street in the amount of \$57,000.

Your email also notes that the Town Council approved the project as part of the FY2016 budget development process and that the Town is ready to proceed with the project pending the evaluation of the request for determination.

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

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

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

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

Best regards,


Monica Backmon
Executive Director

cc: NVTa Council of Counsels

Joe Kroboth, Director of Transportation, Loudoun County
Peter Malgieri, Transportation Capital Budget Specialist, Loudoun County
Michael Longhi, NVT, CFO

From: Malgieri, Peter [<mailto:Peter.Malgieri@loudoun.gov>]
Sent: Thursday, June 25, 2015 9:18 AM
To: Michael Longhi
Cc: Kroboth, Joe; Csizmar, Daniel
Subject: FW: Proposed Use of NVTa 30% funding

Good Morning Mike,
Loudoun County has received the below determination request from the Town of Leesburg for use of NVTa 30% funds to construct a bike lane. The County feels this is an appropriate use of these funds, but would appreciate your feedback on this determination before we contact the Town. Thank you for your time and consideration.

Peter Malgieri
Transportation Capital Budget Specialist
Department of Transportation and Capital Infrastructure
Loudoun County, Virginia
801 Sycolin Road, Suite 310
Leesburg, VA 20175
Office: (703) 737-8240
Mobile: (571) 206-2469

From: Jason Cournoyer [<mailto:JCournoyer@LEESBURGVA.GOV>]
Sent: Wednesday, June 24, 2015 8:49 AM
To: Csizmar, Daniel; Malgieri, Peter
Cc: Lisa R. Haley; Renee LaFollette
Subject: Proposed Use of NVTa 30% funding

Dan/Peter,

As part of the FY 2016 budget development process, the Council approved a bike lane on Plaza Street in the amount of \$57,000. We are proposing to use NVTa 30% funding in order to fund this endeavor. This email is to serve as an official request for determination from the County of the appropriateness of using the funding for the bike lane. We are ready to proceed with the project and would appreciate your timely evaluation. I will note that NVTa jurisdictions have used their NVTa funding in this manner, specifically Arlington County, over the past two years. Thanks.

Best Regards,

Jason L. Cournoyer
Senior Management Analyst
Town of Leesburg Department of Financial & Administrative Services
jcournoyer@leesburgva.gov
[\(703\) 771-2721](tel:7037712721)



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

July 14, 2015

Mr. Joe Kroboth
Transportation Director
Department of Transportation & Capital Infrastructure
1 Harrison Street, S.E.
Leesburg, VA 20175

Dear Mr. Kroboth,

I am responding to your email dated March 3, 2015 requesting a determination of eligibility for the use of HB 2313 30% revenues for the following project:

- Usage for the Transportation Demand Management System and Emergency Evacuation Management System.

The email included an attachment which described the project as follows: "This project will update the current traffic management system to include new controller, switches, fiber communication, new supportable software and a new computer. By updating this system, it will be more reliable and limit the amount of outside contractual help to maintain the current system. Included with this project will be the installation of our new Pan-Tilt-Zoom cameras that will enable staff and law enforcement to monitor traffic at congested intersections and adjust signal timings as needed."

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

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

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

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

Best regards,

A handwritten signature in black ink, appearing to read "Monica Backmon", with a long horizontal flourish extending to the right.

Monica Backmon
Executive Director

cc: Daniel Csizmar, Capital Budget Manager, Loudoun County
Bob Brown, Transportation Planner, Loudoun County
Michael Longhi, NVTa, CFO

Camela Speer

From: Csizmar, Daniel <Daniel.Csizmar@loudoun.gov>
Sent: Monday, July 13, 2015 1:28 PM
To: Monica Backmon
Cc: Csizmar, Daniel
Subject: FW: Request to determine project eligibility for regional funding
Attachments: TMS Project.pdf; image001.png

Monica,

Below is the original message from Joe Kroboth requesting a determination. The request was regarding the eligibility for the Town of Leesburg to use NVTA 30% Local funds for the TDM project (see attachment).

Thank You,

Dan

-----Original Message-----

From: Kroboth, Joe [mailto:joe.kroboth@loudoun.gov];
Sent: 3/3/2015 8:59:14 PM
To: Monica N. Backmon (monica.backmon@thenovaauthority.org) [mailto:Monica.Backmon@thenovaauthority.org];
CC: Denise AHarris (denise.harris@TheNoVaAuthority.org) [mailto:Denise.Harris@thenovaauthority.org]; Brown, Bob [mailto:Bob.Brown@loudoun.gov]; Csizmar, Daniel [mailto:Daniel.Csizmar@loudoun.gov];
Subject: Request to determine project eligibility for regional funding

Monica:

Please see the attachment which describes a project to implement a traffic management and emergency evacuation system for the Town of Leesburg.

We recognize that you cannot offer a comment with regards to the probability of funding award for the project; but we are seeking guidance is a project of this nature would qualify for the NVTA regional funding as part of a future request.

Thank you for your assistance.

Joe Kroboth, III, PE, LS, Director

TITLE: Traffic Management System and Emergency Evacuation Management (16NEW1)

STATUS: New

PROGRAM DESCRIPTION: This project will update the current traffic management system to include new controllers, switches, fiber communication, new supportable software and a new computer. By updating this system, it will be more reliable and will limit the amount of outside contractual help needed to maintain the current system. Included with this project would be the installation of four new Pan-Tilt-Zoom (PTZ) cameras that will enable staff and law enforcement to monitor traffic at congested intersections and adjust signal timings as needed.

OPERATING IMPACT: None

GOAL ADDRESSED: 2012 Town Plan

- Transportation Objective 1 calls for maintaining the adopted roadway level of service for all roadways in the Town.

Significant Dates

UTILITY RELOCATION START	CONSTRUCTION START	ESTIMATED COMPLETION
N/A	Winter 2015/2016	Spring 2016



Funding Sources

Sources	Total Required Project Funding	Funded through 6/30/15	2016	2017	2018	2019	2020	2021	Total for 6 Yr CIP	Future Funds Required
NVTA 30%	\$ 661,900	—	\$ 438,800	\$ 223,100	—	—	—	—	\$ 661,900	—

Planned Uses

Uses	Total Project Cost	Expended through 6/30/15	2016	2017	2018	2019	2020	2021	Total for 6 Yr CIP	Future Project Cost
Project Management	\$ 61,900	—	\$ 38,800	\$ 23,100	—	—	—	—	\$ 61,900	—
Construction	600,000	—	400,000	200,000	—	—	—	—	600,000	—
Total Uses	\$ 661,900		\$ 438,800	\$ 223,100					\$ 661,900	

Operating Impact

Operating/Maintenance	2016	2017	2018	2019	2020	2021	Total for 6 Yr CIP
N/A	—	—	—	—	—	—	—



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Join our celebration of the 1st Birthday of the Silver Line.

The Washington Metropolitan Area Transit Authority & Tysons Partnership
Invite you to join elected officials & business leaders for

A Celebration & Transportation Summit

Mobility Report. Economic Development Report. SmartBenefits[®] Report.

Space is limited. RSVP by July 22.

#SilverLineBDay



WHAT

Celebrate Silver



WHEN

Monday, July 27th, Noon - 2:00pm



WHERE

Convene Conference Center Tysons

1800 Tysons Blvd.

Tysons, VA 22102

Accessible via Tysons Corner

Metrorail Station

Lunch will be provided

TYSONS
Partnership Building The
New Downtown



RSVP TO:

Silverline@wmata.com

