

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Executive Director

DATE: November 28, 2016

SUBJECT: Regional Funding Project 997-30831 (Virginia Railway Express - Manassas Park Station Parking Expansion)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 997-30831.
2. **Suggested motion.** *I move approval of the proposed Standard Project 997-30831 (Virginia Railway Express - Manassas Park Station Parking Expansion), in accordance with NVTa's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY2017 70% regional revenues on July 14, 2016.
 - b. The attached SPA presented by the 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 997-30831

Coordination: Council of Counsels

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

Project Name: Manassas Park Station Parking Expansion

NVTA Project Number: 997-30831

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 2016 as between the Northern Virginia Transportation Authority ("NVTA") and NVTC/PRTC as joint owners and operator 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 NVT; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

By: _____

Date: _____

NVTC/PRTC as joint owners and operator of VRE ("V") (Name of Recipient Entity)

By: Dez Allen _____

Date: 10/25/2016

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

NVTA Project Title: 3Q – Manassas Park Station Parking Expansion

Recipient Entity: VRE

Project Manager Contact Information: Sonali Soneji ssoneji@vre.org 703-838-5432

Table A-1 Project Changes

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

Table A-2 Project Milestone Changes

Study Phase: N/A

Preliminary Engineering (30% Design) & Environmental Analysis: Start of PE & NEPA – July 2016

Final Design: Start of Final Design – July 2017

Signature: 
Chief Executive Officer

Date: 10/25/2016

Revised: 4/14/2016



Project Description Form – 3Q

Basic Project Information

Submitting Jurisdiction/Agency: Virginia
Railway Express

Project Title: Manassas Park Station Parking
Expansion

Project Location: VRE Manassas Park Station.
Project impacts I-66/US 29/US 50 (NVTA Corridor
6) and Route 28 (NVTA Corridor 3)



Project Description: This project includes analysis of alternatives, as well as design and construction for additional parking and pedestrian connections at the VRE Manassas Park station. A need has been identified for approximately 500 more spaces for VRE riders, in addition to about 600 existing spaces for a total of about 1,100 spaces. The VRE station and the proposed parking facility is an integral part of the Park Center concept (also referred to as City Center Redevelopment District), the city's transit-accessible high-density mixed-use town center. The size and location of the proposed parking facility and type of grade-separated pedestrian access to the existing platform will be determined through the currently funded study although a parking structure is envisioned.

Project Milestones

Project Milestones by Project Phase:

- **Study Phase:** Start of Study: Feb 2016
- **Preliminary Engineering (30% Design) & Environmental Analysis:** Start of PE & NEPA: Feb 2016
- **Final Design:** Start of Final Design: Feb 2017
Start date and subsequent milestones assume a project agreement for full funding is in place with NVTA by Feb 2017.
- **Right of Way Acquisition:** ROW acquisitions completed: TBD
This includes utility coordination/relocation but does not include land acquisition. The need for land acquisition and utility relocations will be determined as part of the Study/PE/Environmental phases.
- **Construction:** Start of Construction: July 2018, Construction completion/opening: July 2020

Project Analysis Summary*

NVTA Quantitative Score	33.33	Rank	24
Congestion Reduction Relative to Cost Ratio (NVTA Share)	0.41	hours saved/\$	Rank 6
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.40	hours saved/\$	Rank 3

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

Project Cost

Requested NVTA FY2017 Funds: \$ 2,000,000

Total Cost to Complete Project: \$19,600,000

Project Phases	Requested NVTA FY2017 Funds	Other Sources of Funding	Total Cost by Phase
Project Development/ Engineering/ Environmental Work	\$280,000 (FY2017)	\$500,000 (NVTA FY2015-16 Program)	\$500,000 (FY2016) \$280,000 (FY2017)
Design	\$1,720,000 (FY2017)		\$1,720,000 (FY2017)
Right of Way Acquisition			
Construction		\$17,100,000 (NVTA future funding requests)	\$17,100,000 (FY2018)
Capital Asset Acquisitions			
Other			
TOTAL	\$2,000,000	\$17,600,000	\$19,600,000

Project Impacts

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. There are 600 existing parking spaces at the Manassas Park station and parking utilization is at 90% of capacity¹, the third highest utilization in the VRE system after Broad Run and Rolling Road. In addition, we believe about 200 riders park at other locations. Expanding parking capacity at the station will alleviate current capacity constraints, especially mid-week when all spaces are often filled, and attract additional riders to the station who otherwise would commute alone on the region's highways.

The Manassas Park station and parking facility are an integral part of the Park Center concept (also referred to as City Center Redevelopment District in the city's comprehensive plan), the city's transit-accessible high-density mixed-use town center. There is an opportunity to work with the city to leverage the parking for economic development. The parking facility can function as a shared-use facility serving retail and services at nights and weekends, thus reducing the cost of redevelopment of the town center. It can also support more compact development that allows patrons to "park once" and access multiple locations.

The Manassas Park station serves the VRE Manassas Line and is the origin station for approximately 18% of Manassas Line riders or 1,700 persons (3,400 trips) as indicated in the FY2014 VRE Master Agreement Survey (October 23, 2015). Riders come from Manassas Park (35%), Prince William County (48%), Manassas (3%), Fairfax County (13%), and Loudoun County and beyond (1%). About 33% of those riders are traveling to VRE northern Virginia destination stations in Fairfax County, the City of Alexandria and Arlington County; the remaining riders travel to destinations in the District of Columbia.

How will the project reduce congestion? The project expands the capacity of the VRE Manassas Park station to attract 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 will the project increase capacity? In tandem with a planned fleet expansion, the project would expand VRE station parking capacity by over 80%, to support both short- and long-term growth in VRE service and ridership. Future, expanded VRE peak period commuter service and the establishment of bi-directional service to the station included in the VRE System Plan is estimated to generate up to 8,000 new peak period VRE trips per day by 2020 and up to 10,000 new peak period trips by 2040².

How will the 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

¹ See VRE Parking Real-Time Data Study (report attached) and VRE CEO reports for parking utilization rates: <http://www.vre.org/about/board/board-agenda-minutes/>

² VRE System Plan Final Report, Ridership, Capital Cost and Operations and Maintenance Cost Estimating Technical Memorandum, February 2014, <http://www.vre.org/projects-plans/plans/2040/>

between the existing station platform, located on the south side of the railroad right-of-way (ROW), and the north side of the ROW, to provide a safe pathway for pedestrians traveling to/from the station.

How will the project improve regional connectivity? This project improves connectivity between Manassas Park and Activity Centers in Alexandria, Arlington, and Washington D.C., including King St/Old Town, Carlyle/Eisenhower East, Crystal City, Pentagon City, Pentagon, Capitol Hill, and NOMA.

How will the project improve bicycle and pedestrian travel options? The Manassas Park parking facility is proposed to be located in a dense mixed-use district with multi-family residential (apartment buildings), institutional (City Hall), and retail within easy walking distance. This project will allow VRE riders to "park-once" and access services and retail before or after their commute. The city may desire to use the parking as a spur for redevelopment of the town center, and use the parking spaces at nights and one weekends (when VRE patrons are not using the spaces) to serve other uses. Bicycle parking will also be incorporated as appropriate into the facility.

How will the project improve the management and operation of existing facilities through technology applications? VRE is in the process of installing automatic parking counters at all parking facilities. The Manassas Park parking garage will also include technology that will provide real-time information about parking availability to improve convenience of access for riders. This technology will also help reduce cruising time which will reduce emissions by patrons of the garage.

Additional Information in Support of This Project

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

City of Manassas Park Comprehensive Plan chapters referencing the VRE, the proposed parking facility, and its connection to Park Center, the city's town center.

http://www.cityofmanassaspark.us/Public_Documents/ManassasParkVA_CompPlan/chapter%205.pdf

http://www.cityofmanassaspark.us/Public_Documents/ManassasParkVA_CompPlan/chapter%2012.pdf

City of Manassas City Center Redevelopment District reference in Comp Plan:

<http://www.cityofmanassaspark.us/images/pdf/Ch11%20Land%20Use%20%20Urban%20Design.pdf>

Monthly VRE CEO Reports list Parking Utilization:

<http://www.vre.org/about/board/board-agenda-minutes/>

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: Sonali Soneji ssoneji@vre.org 703-838-5432

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

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study		\$ -	\$ -	
Preliminary Engineering	\$ 2,500,000.00	\$ 2,000,000	\$ 500,000	NVTA FY15-16 funds
Right-of-Way Acquisition				
Construction	\$ 17,713,000.00		\$ 17,713,000	Future NVTA Request
Capital Asset Acquisitions				
Other				
Total Estimated Cost	\$ 20,213,000	\$ 2,000,000	\$ 18,213,000	

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

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering	\$ 280,000	\$ 745,000	\$ 860,000	\$ 115,000		
Right-of-Way Acquisition						
Construction						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 280,000	\$ 745,000	\$ 860,000	\$ 115,000	\$ -	\$ -

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

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

Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July						
August						
September		\$ 100,000	\$ 215,000	\$ 115,000		
October						
November						
December		\$ 215,000	\$ 215,000			
January						
February						
March		\$ 215,000	\$ 215,000			
April						
May						
June	\$ 280,000	\$ 215,000	\$ 215,000			
Total per Fiscal Year	\$ 280,000	\$ 745,000	\$ 860,000	\$ 115,000	\$ -	\$ -

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

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

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

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

Recipient Entity
Doug Allen
 Signature
ceo
 Title
10/25/2016
 Date
Doug Allen
 Print name of person signing
 Revised: 4/13/2016

Northern Virginia Transportation Authority
 Signature
 NVTA Executive Director
 Title
 Date

Northern Virginia Transportation Authority
 Signature
 NVTA Chief Financial Officer
 Title
 Date

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

The Recipient Entity will not permit more than five percent of the total amount of 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.

RECIPIENT ENTITY

By: Doug Allen
Name: Doug Allen
Title: CEO
Date: 10/25/2016

Appendix E -Authorization of designee(s)

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

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

**Virginia Railway Express
Operations Board**

**Resolution
8C-10-2015**

**Authorization to Issue a Request for Proposals
for Engineering and Environmental Services for
Manassas Park Station Parking Expansion Project**

WHEREAS, existing parking utilization and the VRE Manassas Park Station ranges between 94% and over 100%; and,


WHEREAS, forecast growth in population and employment as well as future VRE Manassas Line service expansion proposed in the VRE System Plan 2040 will result in increased demand for parking at the Manassas Park Station that exceeds available capacity; and,

WHEREAS, the preparation of environmental and engineering studies are needed to refine the future parking demand estimates for the station, complete required NEPA analyses, and prepare engineering design documents for parking expansion;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby acknowledge that competitive negotiation is required in accordance with the Virginia Public Procurement Act; and,

BE IT FURTHER RESOLVED THAT, the VRE Operations Board does hereby authorize the Chief Executive Officer to issue a Request for Proposals for engineering and environmental services for the Manassas Park Station parking expansion project.

Approved this 16th day of October 2015


Paul Smedberg
Secretary


John C. Cook
Chairman

I certify this is a true copy of the original resolution.


Lezlie M. Lamb
VRE Operations Board Clerk

10-24-16



RESOLUTION #2289

SUBJECT: Approve the Submission of a Request for Funding for Final Design for Parking Expansion at the Manassas Park VRE Station to NVTA for FY2017 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 VDOT or mass transit capital projects that increase capacity;

WHEREAS: As NVTA approved \$500,000 to initiate study of the Manassas Park parking expansion as part of its Fiscal Year (FY) 2015-16 program in April 2015;

WHEREAS: An estimated additional \$2 million is needed to advance the full project development phase of the project through final design;

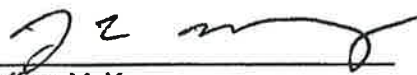
WHEREAS: NVTA has issued a Call for Projects to agencies and jurisdictions for consideration for funding with expected FY 2017 revenues; and

WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED by the Northern Virginia Transportation Commission hereby approves the submission of the Manassas Park parking expansion project, final design phase in the amount of \$2 million, to the NVTA for consideration for funding in FY 2017.

BE IT FURTHER RESOLVED that NVTC authorizes the VRE Chief Executive Officer to submit the approved project 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 5th day of November 2015.



Jeffrey McKay
Secretary-Treasurer



David F. Snyder
Chairman

I certify that this is a true copy of the original resolution.

 10-24-16

Rhonda Gilchrest
NVTC Commission Secretary

November 5, 2015
Regular Meeting
Res. No. 15-11-09
VRE Agenda Item 9-D

MOTION: JONES

SECOND: KELLY

**RE: RECOMMEND APPROVAL OF SUBMISSION OF MANASSAS PARK PARKING
EXPANSION TO THE NVTB FOR FY 2017 FUNDING CONSIDERATION**

ACTION: APPROVED

WHEREAS, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVTB) 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 the NVTB approved \$500,000 to initiate study of the Manassas Park parking expansion as part of its Fiscal Year (FY) 2015-16 program in April 2015; and

WHEREAS, an estimated additional \$2 million is needed to advance the full project development phase of the project through final design; and

WHEREAS, NVTB has issued a Call for Projects to agencies and jurisdictions for consideration for funding with expected FY 2017 revenues; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission (PRTC) approves the submission of the Manassas Park parking expansion project, final design phase in the amount of \$2 million, to the NVTB for consideration for funding in FY 2017.

BE IT FURTHER RESOLVED that the Potomac and Rappahannock Transportation Commission authorizes the VRE Chief Executive Officer to submit the approved project 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 PRTC.

November 5, 2015
Regular Meeting
Res. No. 15-11-09
VRE Agenda Item 9-D
Page Two

Votes:

Ayes: Barg, Caddigan, Durany, Jenkins, Jones, Kelly, Miller, Mitchell, Skinner, Thomas, Trampe, Way

Nays: None

Abstain: Nohe

Absent from Vote: Principi

Alternate Present Not Voting: None

Absent from Meeting: Anderson, Aveni, Bohmke, Horsley, Lawson, Lasch, Lovejoy, May, McLaughlin, Milde, Naddoni, Pittard, Puller, Ross, Sellers, Stewart, Withers, Wren

ATTEST:



Eric Marx, Interim Executive Director

Certified copy of an original:

City/County of Prince William

Commonwealth of Virginia

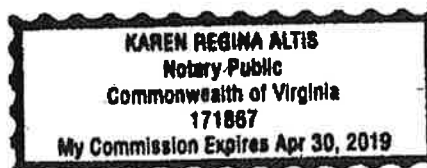
I certify this to be a complete, full, true, and exact reproduction of the original document.

Certified this 24th day of October, 20 16



Notary Public

My commission expires April 30, 2019



RESOLUTION 15-1000-1184

MOTION: Councilmember Naddoni SECOND: Councilmember Banks

Date of Meeting: November 17, 2015

**SUPPORT FOR SUBMISSION OF A STRUCTURED
PARKING FACILITY FOR THE MANASSAS PARK VIRGINIA RAILWAY
EXPRESS (VRE) COMMUTER STATION
FOR FUNDING CONSIDERATION TO THE NORTHERN VIRGINIA
TRANSPORTATION AUTHORITY (NVTa) FOR FISCAL YEAR 2017**

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

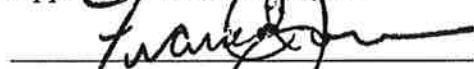
WHEREAS, at its October 16, 2015 meeting the VRE Operations Board also approved the submission of the Manassas Park Parking Expansion to the NVTa for FY 2017 Funding Consideration, which includes the final design for Manassas Park Station parking expansion project at the VRE commuter station in the City of Manassas Park; and

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; and

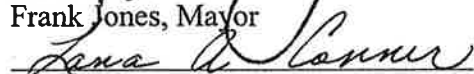
WHEREAS, the Governing Body of the City of Manassas Park wishes to show its support for the proposed structured parking facility included in VRE's recommended budget for FY 2015 and the VRE Project List to the NVTa for FY 2017.

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 NVTa for FY 2017.

Approved November 17, 2015



Frank Jones, Mayor



(True Copy Certified October 25 2016)

Lana A Conner, City Clerk

Ayes: Naddoni, Banks, Carrera, Miller, Polk, Rishell, Jones

Nays: None

Absent: None

Abstain: None