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

Project Name: Route 15 Bypass Widening: Battlefield Parkway to Montresor Road

NVTA Project Number: 2018-021-1

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 Loudoun 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;

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

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

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

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

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

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

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

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

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

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A. Recipient Entity's Obligations

Loudoun County shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.

3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.

4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.

5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to Loudoun County to advance the Project to the next phase until the current phase is completed. In any circumstance where Loudoun County seeks to advance a Project to the next phase using NVTA funds, Loudoun County shall submit a written request to NVTA's Cheif Executive Officer ("CEO") explaining the need for NVTA's funding of an advanced phase. NVTA's CEO will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Loudoun County from providing its own funds to

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

6. Acknowledge that NVTA's CEO will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Loudoun County shall provide all information required by NVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.

7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTA, Loudoun County can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of Loudoun County.

8. Promptly notify NVTA's CEO of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Loudoun County understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. Loudoun County shall timely provide to NVTA a

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

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.

10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Loudoun County 's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.

11. Should Loudoun County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Loudoun County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Loudoun County s governing body or have been obtained through another, independent funding source;

12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Loudoun County and provide copies of any such financial records to NVTA, free of charge, upon request.

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13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Loudoun County; and provide to NVTA copies of all such drawings and plans free of charge, upon request.

14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Loudoun County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.

15. Name NVTA and its Bond Trustee or require that all Loudoun County 's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Loudoun County for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.

16. Give notice to NVTA that Loudoun County may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement Loudoun County so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Loudoun County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Loudoun County.

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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 Loudoun County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Loudoun County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."

21. Recognize that Loudoun County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if Loudoun County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Loudoun County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that 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 Loudoun County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

I. Provide to Loudoun 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

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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 CEO and its Chief Financial Officer ("CFO") , all payment requisitions submitted by Loudoun County for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

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

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4. Route all Loudoun County 's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's CEO. NVTA's CEO will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's CEO will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Loudoun County 's financial records for the Project and on -site inspections.

6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that Loudoun County has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's CEO and will advise Loudoun County s designated representative in writing. Loudoun County will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Loudoun County 's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that Loudoun County has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from Loudoun County of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Loudoun County . Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

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7. Make guidelines available to Loudoun County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.

8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

9. Be the sole determinant of the amount and source of 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. Loudoun 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 Loudoun 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, Loudoun 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 Loudoun County 's material breach of this Agreement. If so terminated, Loudoun County shall refund to NVTA all funds NVTA provided to Loudoun County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Loudoun 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, Loudoun County may

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

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

D. Dispute

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

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

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

F. Appropriations Requirements

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

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

G. Notices

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

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

2) to Loudoun County, to the attention of Tim Hemstreet
DTCI, 101 Blue Seal Drive
Suite 102, Leesburg, VA 20177 (address)

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H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

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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:_____

Loudoun County (Name of Recipient Entity)

By: _____

Date: 5/4/2022

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APPENDICES A & B

SCOPE, SCHEDULE, COST, AND FUNDING UPDATE #1

SPA #:	2018-21-1	Submitted On:	June 14, 2022
NVTA Project #:	21	Submitted By:	Peggy.Teal@theNoVaAuthority.org
NVTA Project Title:	Route 15 Bypass Widening: Battlefield Parkway to Montresor Road	Status:	Submitted, No Signed Document

Project Schedule & Scope Changes

The project described in the application is requested to be designed and constructed in phases. The first phase of the project will widen Route 15 between Battlefield Parkway and Whites Ferry Road/Raspberry Drive and the second phase will widen Route 15 between Whites Ferry Road/Raspberry Drive and Montresor Road. The project includes a shared use path that begin on the north side of North King Street at Dry Hallow Road/Tuscarora HS entrance (to tie into existing Town of Leesburg trails) along the north side of North King Street toward Route 15 and then on the west side of Route 15 from North King Street to Montresor Road. The reason for the phased request is to accelerate the construction. Phasing the project allows construction of phase one to be advanced earlier in the schedule. Phase one construction will begin mid-2024 and phase two construction will begin mid-2026. The ROW estimate has been updated to $6,000,000 (with 90% design for the Phase I plans for the section of Route 15 being funded using NVTA money). Despite the phased approach of the project, both project phases will be complete; this is identified as a single project in Loudoun County's CIP.

Project Schedule Changes

	START	END	
Study			N/A
Design / Engineering / Environmental	FY2019	FY2024	
ROW and Utilities	FY2021	FY2026	
Construction	FY2023	FY2028	
Asset Acquisition			N/A

B-1 - Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2019	$0.00	$3,500,000.00	$0.00	$0.00	$0.00	$3,500,000.00
FY2020	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY2021	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY2022	$0.00	$15,000.00	$0.00	$0.00	$0.00	$15,000.00
FY2023	$0.00	$0.00	$1,000,000.00	$12,000,000.00	$0.00	$13,000,000.00
FY2024	$0.00	$0.00	$2,500,000.00	$12,000,000.00	$0.00	$14,500,000.00
FY2025	$0.00	$0.00	$1,500,000.00	$24,000,000.00	$0.00	$25,500,000.00
FY2026	$0.00	$0.00	$1,000,000.00	$24,000,000.00	$0.00	$25,000,000.00
FY2027	$0.00	$0.00	$0.00	$9,476,000.00	$0.00	$9,476,000.00
FY2028	$0.00	$0.00	$0.00	$22,495,000.00	$0.00	$22,495,000.00
Totals	$0.00	$3,515,000.00	$6,000,000.00	$103,971,000.00	$0.00	$113,486,000.00

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B-2 - Update Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	$0	$3,515,000	$6,000,000	$103,971,000	$0	$113,486,000
NVTA Funds Applied	$0	$0	$6,000,000	$48,000,000	$0	$54,000,000
Local		$1,849,199	$0	$55,971,000		$57,820,199
Other Federal		$1,665,801	$0			$1,665,801
Total Other	$0	$3,515,000	$0	$55,971,000	$0	$59,486,000
Gap	$0	$0	$0	$0	$0	$0

B-3 - Update Project Reimbursement Cash Flow for NVTA Funds in this SPA Only

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2023	$0.00	$0.00	$1,000,000.00	$0.00	$0.00	$1,000,000.00
FY2024	$0.00	$0.00	$2,500,000.00	$0.00	$0.00	$2,500,000.00
FY2025	$0.00	$0.00	$1,500,000.00	$24,000,000.00	$0.00	$25,500,000.00
FY2026	$0.00	$0.00	$1,000,000.00	$24,000,000.00	$0.00	$25,000,000.00
FY2027	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY2028	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	$0.00	$0.00	$6,000,000.00	$48,000,000.00	$0.00	$54,000,000.00

B-4 - Quarterly Project Reimbursement Cash Flow by Quarter of Expenditure. For NVTA Funds in this SPA Only

Year	September	December	March	June	Total
FY2023	$100,000.00	$200,000.00	$300,000.00	$400,000.00	$1,000,000.00
FY2024	$500,000.00	$500,000.00	$750,000.00	$750,000.00	$2,500,000.00
FY2025	$6,200,000.00	$6,400,000.00	$6,400,000.00	$6,500,000.00	$25,500,000.00
FY2026	$6,500,000.00	$6,500,000.00	$6,000,000.00	$6,000,000.00	$25,000,000.00
FY2027	$0.00	$0.00	$0.00	$0.00	$0.00
FY2028	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	$13,300,000.00	$13,600,000.00	$13,450,000.00	$13,650,000.00	$54,000,000.00
Previously Reimbursed	$0.00	$0.00	$0.00	$0.00	$0.00

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RECIPIENT ENTITY

Sign this page and send the hard copy to NVTA for final signature and approval.

By: [signature]

Name: TIM HEMSTREET

Title: COUNTY ADMINISTRATOR

NVTA

Sign this page and send the hard copy to NVTA for final signature and approval.

By:

Name: Monica Backmon

Title: Chief Executive Officer

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

NVTA Project Title: Route 15 Bypass Widening: Battlefield Parkway to Montresor Road

NVTA SPA Number: _____ Internal NVTA Project Number (leave blank): _____

Recipient Entity: Loudoun County

Project Manager Name: Tyler Cockrell

Phone: 703.737.8525 email: tyler.cockrell@loudoun.gov

Table A-1 Project Scope/Schedule Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix A. Describe and provide rationale for changes in scope and/or schedule.

The project described in the application is requested to be designed and constructed in phases. The first phase of the project will widen Route 15 between Battlefield Parkway and Whites Ferry Road/Raspberry Drive and the second phase will widen Route 15 between Whites Ferry Road/Raspberry Drive and Montresor Road. The project includes a shared use path that begin on the north side of North King Street at Dry Hallow Road/Tuscarora HS entrance (to tie into existing Town of Leesburg trails) along the north side of North King Street toward Route 15 and then on the west side of Route 15 from North King Street to Montresor Road. The reason for the phased request is to accelerate the construction. Phasing the project allows construction of phase one to be advanced earlier in the schedule. Phase one construction will begin mid-2024 and phase two construction will begin mid-2026. The ROW estimate has been updated to $6,000,000 (with 90% design for the Phase I plans for the section of Route 15 being funded using NVTA money). Despite the phased approach of the project, both project phases will be complete; this is identified as a single project in Loudoun County's CIP.

Table A-2 Project Milestone by Phase Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix B. Provide Date of Revision. Any update to Appendix A, Table A-2 requires an update to Appendix B reflecting the changes.

	Project description form		Rev. 1: MM/DD/YYYY		Rev. 2: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering	03/01/19	12/31/20				
Phase 1			03/21/19	03/31/23		
Phase 2			03/31/19	12/31/23		
Right of Way	07/01/20	06/30/22				
Phase 1			07/01/22	06/30/24		
Phase 2			04/01/23	06/30/26		
Construction	07/01/22	06/30/26				
Phase 1			07/01/24	06/30/26		
Phase 2			07/01/26	06/30/28		
Other						

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RECIPIENT ENTITY **NVTA**

Submitted by Transportation Director): *Accepted by:*

Signature: _____ _____

Name: Tim Hemstreet _____

Title: County Administrator _____

Date: June 21, 2022

Route 15 Bypass Widening: Battlefield Parkway to Montresor Road

Project Description

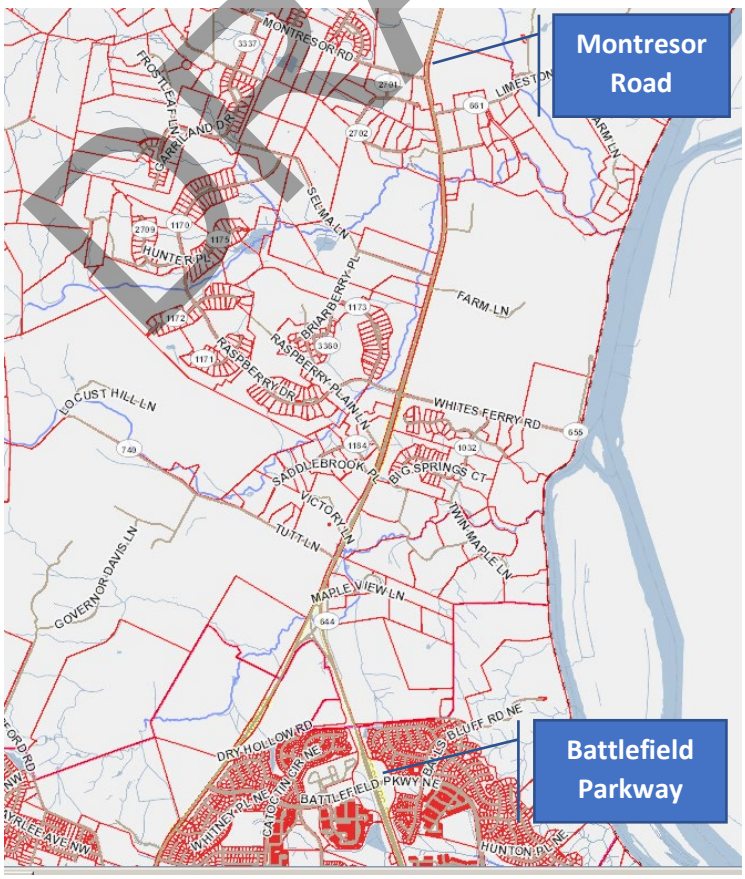



Reference Number: 2018-021-1
SPA Number: 2018-021-1
TransAction ID: 191
Submitting Jurisdiction/Agency: Loudoun County
Location: Battlefield Parkway to Montresor Road
Requested NVTA Funds: $54,000,000
NVTA Funds Received: $54,000,000
Total Cost to Complete Project: $81,163,683

This project will implement the improvement recommendations from the Route 15 Congestion Report presented to the Board on May 18, 2017. This project will widen 3.5 miles of U.S. Route 15 from Battlefield Parkway to Montresor Road. This principal arterial will be widened from 2-lanes to 4-lanes divided between the limits described. Additional improvements are required to transition the improved 4-lane section to the existing 2-lane section north of Montresor Road. The project will also improve the intersection at King Street and Whites Ferry Road/Raspberry Falls Drive. Widening this key arterial route north of Leesburg will provided more capacity along the project corridor, relieve congestion that impacts Leesburg and the village of Lucketts, and reduce the attractiveness of secondary routes for commuters through Waterford and Stumptown. A shared use path will also be constructed along the east side of this project to connect pedestrians and bicyclists from Battlefield Parkway to Whites Ferry Road.

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Project Location



Project Milestones

	Before FY2018	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	After FY2023
Design, Engineering, Environmental Work			X	X	X			
Right of Way Acquisition					X	X	X	X
Utilities Relocations					X	X	X	X
Construction							X	X

Project Funding

	Requested NVTA Funds	NVTA Funds Received	Other Funding Sources	Total Cost by Phase
Design, Engineering, Environmental Work			$1,665,801 (Federal Earmark) $929,882 (NVTD Bond) $3,500,000 (Loudoun County)	$6,095,683
Right of Way Acquisition	$12,000,000	$12,000,000		$12,000,000
Utilities Relocations			$5,592,000 (Loudoun County)	$5,592,000
Construction	$42,000,000	$42,000,000	$15,476,000 (Loudoun County)	$57,476,000
TOTAL:	$54,000,000	$54,000,000	$27,163,683	$81,163,683

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Project Analysis Highlights

Congestion Reduction Relative to Cost Ratio (Total Cost in $1000's): **106.63**

Congestion Reduction Relative to Cost Ratio Rank (Total Cost in $1000's): **7**

TransAction Project Rating: **80.77**

TransAction Project Rating Rank: **4**

Note: The project analysis above was completed by NVTA staff using data and information from the project application and analyses of the region's transportation network.

Regional Impacts

- Increase access to employees, markets, jobs and destinations
- Improve connections among and within areas of regional growth
- Increase network safety
- Increase integration between modes and systems by providing new shared-use path
- Improve operation of regional system
- Reduce negative impacts of transportation on communities and the environment

Note: The regional impacts listed above are a summary of what was submitted in the project application NVTA staff received from the jurisdiction or agency that has applied for funding.

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

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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).

"NVTA Bond Proceeds" means, as used herein, the sale proceeds of any NVTA 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 NVTA 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 NVTA 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

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

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

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

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RECIPIENT ENTITY

By: _____

Name: Tim Hemstreet

Title: County Administrator

Date: 5/4/2022

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

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Revised: 2/17/2016

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN
BOARD OF SUPERVISORS

A RESOLUTION OF AUTHORIZATION FOR SUBMISSION TO THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTA) FOR A FISCAL YEAR 2023 APPROPRIATION

WHEREAS, The Board of Supervisors of Loudoun County, Virginia at the November 8, 2017, voted (8-0-1) to direct staff to prepare and submit applications to NVTA for nine projects, including the Route 15 Bypass Widening, between Battlefield Parkway and Montresor Road; and

WHEREAS, The Board on September 4, 2018, also authorized the Department of Transportation and Capital Infrastructure (DTCI) to submit a Standard Project Agreement(SPA)on behalf of the County, and authorized the County Administrator or his designee to execute SPA agreements and any future adjustments on behalf of the Board; and

WHEREAS, in accordance with (NVTA) Regional (70%) funding allocation procedures, Standard Project Agreements between the Applicant and the Authority are required prior to the start of a project approved by the Authority for funding.

NOW, THEREFORE, BE IT RESOLVED THAT, the Loudoun County Board of Supervisors, requests the Northern Virginia Transportation Authority to accept a SPA from the County, as approved by the Board of Supervisors on May 3, 2022, for the following project:

2018-021-1 Route 15 Bypass Widening: Battlefield Parkway to Montresor Road - $54,000,000

BE IT FURTHER RESOLVED THAT the Loudoun County Board of Supervisors authorizes the Department of Transportation and Capital Infrastructure the authority to submit a Standard Project Agreement and authorizes the County Administrator or his designee to execute the agreements and any future adjustments on behalf of the Board.

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APPROVED this 3rd day of May, 2022.

By: Phyllis J. Randall
Phyllis J. Randall, Chair, At-Large

By: Tim Hemstreet
Tim Hemstreet, County Administrator

Attachment 1