

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

Project Name: Route 28 Corridor Improvements (Fitzwater Drive to Pennsylvania Ave)

NVTA Project Number: 2018-030-4

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and Prince William County ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

WHEREAS, Prince William County formally requested that NVTAFund provide funding to the Project by timely submitting an application for NVTAFund funding in response to NVTAs call for projects;

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

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

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

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

WHEREAS, both parties have concurred in the Prince William 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, NVTAFund's governing body and Prince William County 's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;

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

A. Recipient Entity's Obligations

Prince William County shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to Prince William County to advance the Project to the next phase until the current phase is completed. In any circumstance where Prince William County seeks to advance a Project to the next phase using NVTA funds, Prince William County shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Prince William County from providing its own funds to

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

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

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

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

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

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Prince William County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Prince William County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Prince William County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Prince William County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Prince William County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Prince William County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Prince William County the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

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

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

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

C. Term

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

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

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

D. Dispute

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

E. NVTa's Financial Interest in Project Assets

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

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

F. Appropriations Requirements

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

G. Notices

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

- 1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to Prince William County, to the attention of Ricardo Canizales
5 County Complex Ct., Ste 290
Prince William, VA 22192 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

By: _____

Date: _____

Prince William County (Name of Recipient Entity)

By:  _____

Date: 8/14/18

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

NVTA Project Title: Route 28 Corridor Improvements (Fitzwater Dr. to Pennsylvania Ave)
NVTA SPA Number: 2018-030-4 Internal NVTA Project Number (leave blank): _____
Recipient Entity: Prince William County
Project Manager Name: Ricardo Canizales
Phone: 703-792-6825 email: _____

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.

Removed "all travel lanes will be 12' wide" in the event that the typical section changes as part of the final design.

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						
Right of Way						
Construction						
Capital Asset Acquisition						
Other						

	Rev. 3: MM/DD/YYYY		Rev. 4: MM/DD/YYYY		Rev. 5: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering						
Right of Way						
Construction						
Capital Asset Acquisition						
Other						

RECIPIENT ENTITY

Submitted by (Person authorized in the resolution or Transportation Director):

Signature: 

Name: Ricardo Canizales

Title: Director

Date: 9/5/18

Revised: 8/27/2018

NVTA

Accepted by: _____



DRAFT

NVTA FY2018-23 PROGRAM
Updated April 13, 2018

Route 28 Corridor Improvements

Fitzwater Drive to Pennsylvania Avenue

Project Description



The Route 28 Corridor Improvements project consists of widening Route 28 (Nokesville Road) from Fitzwater Drive to Pennsylvania Avenue and the construction of bicycle and pedestrian facilities along the length of the project. Route 28 from Fitzwater Drive to Linton Hall Road will be widened from a 2-lane undivided roadway, to a 4-lane divided roadway, which will include a 10' shared use path on the south side. Route 28 from Linton Hall Road to Pennsylvania Avenue will be widened from a 4-lane undivided roadway to a 6-lane divided roadway, which will include a variable 8' to 10' shared use path and 5' sidewalk. All travel lanes will be 12' wide. The roadway widening and the new pedestrian and bicycle facilities being constructed as part of this project will facilitate and create multi-modal access to the VRE Broad Run Station. Specifically, multi-modal access will be provided to the VRE Broad Run Station. The project length is approximately 4.4 miles long. Funds requested will be used for the construction phase of the project.

Reference Number: 2018-030-3

TransAction ID: 300

Submitting Jurisdiction/Agency: Prince William County

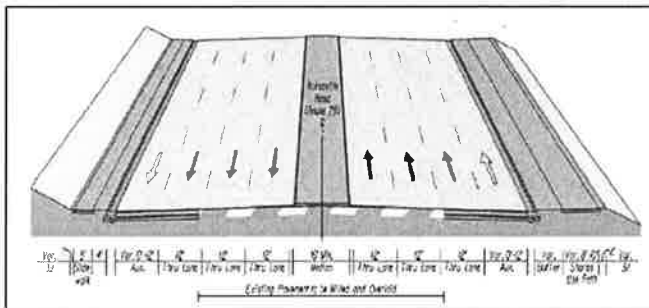
Location: See map below

Requested NVTA Funds: \$15,000,000

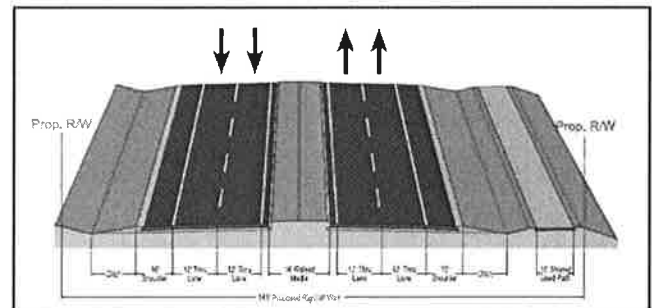
Previous NVTA Funds Received: \$54,700,000

Total Cost to Complete Project: \$70,900,000

Route 28 – Typical Section
Linton Hall Road to Pennsylvania Avenue



Route 28 – Typical Section
Fitzwater Drive to Linton Hall Road



Project Location



Project Milestones

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

Project Funding

	Requested NVTA Funds	Other Funding Sources	Total Cost by Phase
Design, Engineering, Environmental Work		\$2,740,000 (NVTA 70% Revenues)	\$2,740,000
Right of Way Acquisition		\$5,270,000 (NVTA 70% Revenues)	\$5,270,000
Construction	\$15,000,000	\$47,890,000 (NVTA 70% Revenues and Developer Contributions)	\$62,890,000
TOTAL:	\$15,000,000	\$55,900,000	\$70,900,000

Project Analysis Highlights

Congestion Reduction Relative to Cost Ratio (Total Cost in \$1000's):	71.22
Congestion Reduction Relative to Cost Ratio Rank (Total Cost in \$1000's):	14
TransAction Project Rating:	70.62
TransAction Project Rating Rank:	18

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 accessibility and mobility of people
- Increase capacity throughout the corridor
- Improve multi-modal access to the Broad Run VRE Station and other transit facilities along Route 28
- Provide new roadway and multi-modal facilities
- Provide bicycle and pedestrian facilities
- Increase integration between modes and systems
- Improve travel time reliability
- Improve access to jobs, employees, and key destinations.

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 B-PROJECT BUDGET & REIMBURSEMENT CASH FLOW SCHEDULE

NVTA Project Number: 2018-030-4
 NVTA Project Title: Rt. 28 Corridor Improvements (Fitzwater Dr to Pennsylvania Ave)
 Date Prepared: 7/10/2018
 Project Sponsor: Prince William County
 Contact Name & Email: Britiany Martin 703-792-4947
 bmartin@pwgov.org

NOTE 1:
 Use this box when updating Appendix B for existing projects:

Revision Number	Date of Revision	Revision Number	Date of Revision
Original		4	
1		5	
2			
3			

Any update to Appendix B, Table B-2 and B-3 require an update to Appendix A Table A-2 reflecting the changes

Column A Column B Column C Column D Column E Column F Column G Column H Column I

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Project Sponsor Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	\$ -	
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	
Right-of-Way Acquisition	\$ -	\$ -	\$ -	\$ -	
Construction	\$ 15,000,000	\$ 15,000,000	\$ -	\$ -	
Capital Asset Acquisitions	\$ -	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	\$ -	
Total Estimated Cost	\$ 15,000,000	\$ 15,000,000	\$ -	\$ -	

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

Project Cost Category	NVTA Previously Reimbursed	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY20XX Project Funds	Total FY20XX Project Funds	FY20XX & Future Project Funds	Cumulative Est Cost Crosscheck
Study								
Preliminary Engineering								
Right-of-Way Acquisition								
Construction		\$ 2,400,000	\$ 5,800,000	\$ 6,800,000				
Capital Asset Acquisitions								
Other								
Total Estimated Cost	\$ -	\$ 2,400,000	\$ 5,800,000	\$ 6,800,000	\$ -	\$ -	\$ -	\$ 15,000,000

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

Quarter	NVTA Previously Reimbursed	Total FY2019 Cash Flow	Total FY2020 Cash Flow	Total FY2021 Cash Flow	Total FY20XX Cash Flow	Total FY20XX Cash Flow	FY20XX & Future Cash Flow	Cumulative Est Cost Crosscheck
September			\$ 2,325,000	\$ 2,025,000				
December			\$ 775,000	\$ 2,025,000				
March			\$ 675,000	\$ 1,200,000				
June		\$ 2,400,000	\$ 2,025,000	\$ 1,530,000				
Total Estimated Cost	\$ -	\$ 2,400,000	\$ 5,800,000	\$ 6,800,000	\$ -	\$ -	\$ -	\$ 15,000,000
TABLE B-3 Total Estimated Cost per Fiscal Year MUST Match Table B-2 Total Estimated Cost per Fiscal Year							Variance \$	\$ -

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

Project Sponsor (Person Authorized to sign)
 SP-1 (Director of Transportation)

Northern Virginia Transportation Authority

Northern Virginia Transportation Authority

Signature
 Title
 Director of Transportation

Signature
 NVTA Executive Director

Signature
 NVTA Chief Financial Officer

Date
 Ricardo Canizales

Date

Date

Please Print name of person signing

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECIPIENT ENTITY

By: 

Name: Ricardo Canizales

Title: Director of Transportation

Date: 8/14/18

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

CLERK'S CORRECTION

MOTION: JENKINS

**July 10, 2018
Regular Meeting
Res. No. 18-408**

SECOND: PRINCIPI

RE: AUTHORIZE THE EXECUTION OF A STANDARD PROJECT AGREEMENT BETWEEN PRINCE WILLIAM COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR LOCAL ADMINISTRATION OF ROUTE 28 (FITZWATER DRIVE TO PENNSYLVANIA AVENUE) PROJECT; NORTHERN VIRGINIA TRANSPORTATION AUTHORITY PROJECT #2018-030-4; BUDGET AND APPROPRIATE \$5,500,000 TO BE REIMBURSED WITH FISCAL YEAR 2018-2023 70% NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FUNDS TO THE ROUTE 28, PHASE 2 (REALIGNED VINT HILL ROAD TO FITZWATER DRIVE) PROJECT; AND BUDGET AND APPROPRIATE \$9,500,000 TO BE REIMBURSED WITH FISCAL YEAR 2018-2023 70% NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FUNDS TO THE ROUTE 28, PHASE 3 (LINTON HALL ROAD TO PENNSYLVANIA AVE) PROJECT – BRENTSVILLE MAGISTERIAL DISTRICT

ACTION: APPROVED

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

WHEREAS, the legislation established a dedicated, sustainable funding stream for transportation in Northern Virginia allowing the Northern Virginia Transportation Authority (NVTa) to begin fulfilling its mission to address regional transportation challenges. HB2313 separated these funds into 70% Regional Revenue, that is allocated through a competitive application process by NVTa for regional transportation projects; and 30% Local Distribution Revenue, that is distributed to jurisdictions for local and eligible transportation objectives; and

WHEREAS, TransAction is the multi-modal transportation master plan for Northern Virginia. It is a long range plan addressing regional transportation needs through 2040. The plan focuses on eleven major travel corridors in Northern Virginia, and identifies over 350 candidate regional projects for future transportation investments to improve travel throughout the region. TransAction is not bound to any budget, and proposes more projects than can realistically be funded. The results of TransAction are used to inform the NVTa's Six Year Program for capital funding, and to guide decisions about which transportation improvements the NVTa should prioritize for investment; and

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WHEREAS, the Route 28, Phase 2 (Realigned Vint Hill Road to Fitzwater Drive) Project includes the widening of Route 28 to a four-lane divided facility from realigned Vint Hill Road to Fitzwater Drive (approximately 2.2 miles). The project also includes pedestrian facilities, traffic signals, retaining walls, bridge replacement, and storm water management improvements; and

WHEREAS, the Route 28, Phase 3 (Linton Hall Road to Pennsylvania Avenue) Project includes widening 1.4 miles of Route 28 from a four-lane undivided roadway to a six-lane divided roadway. Major project features include roadway widening, storm drainage improvements, stormwater management facilities, pedestrian facilities, traffic signals, utility improvements, City of Manassas water main improvements, and construction modifications to the Route 28 Bridge over Broad Run; and

WHEREAS, NVTa has 60 candidate regional projects to be funded using the 70% HB2313 revenues for Fiscal Year 2018-2023. NVTa's Standard Project Agreement (SPA) allows for the local administration of a project and for implementing jurisdictions and agencies to enter into a formal agreement with the authority to receive, on a reimbursement basis, the 70% NVTa funds. A signed and approved SPA is required prior to the distribution of the 70% HB2313 funds; and

WHEREAS, NVTa SPA for the Route 28 (Fitzwater Drive to Pennsylvania Ave) Project must be executed in order for the County to administer the project and for the County to be reimbursed for the approved funding; and

WHEREAS, the \$5,500,000 for the Route 28, Phase 2 (Realigned Vint Hill Road to Fitzwater Drive) Project using Fiscal Year 2018-2023 70% NVTa funds must be budgeted and appropriated in order for it to be used for work associated with the respective project. The County will be reimbursed by NVTa with an approved SPA for the project. The County's current estimate for the project is \$36,201,733; and

WHEREAS, the \$9,500,000 for the Route 28, Phase 3 (Linton Hall Road to Pennsylvania Avenue) Project using Fiscal Year 2018-2023 70% NVTa funds must be budgeted and appropriated in order for it to be used for work associated with the respective project. The County will be reimbursed by NVTa with an approved SPA for the project. The County's current estimate for the project is \$36,200,000;

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NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the execution of a Standard Project Agreement and associated documents between Prince William County and the Northern Virginia Transportation Authority (NVTa) for local administration of the Route 28 (Fitzwater Drive to Pennsylvania Ave) Project;

BE IT FURTHER RESOLVED that the \$5,500,000 for the Route 28, Phase 2 (Realigned Vint Hill Road to Fitzwater Drive) Project designated for reimbursement using Fiscal Year 2018-2023 70% NVTa funds be budgeted and appropriated as follows:

Budget and Appropriate:

Increase Revenues:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17009	CN716001	41492	Route 28, Phase 2	\$5,500,000

Increase Expenditures:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17009	CN716001	53201	30.01	Route 28, Phase 2	\$5,500,000

BE IT FURTHER RESOLVED that the \$9,500,000 for the Route 28, Phase 3 (Linton Hall Road to Pennsylvania Avenue) Project designated for reimbursement using Fiscal Year 2018-2023 70% NVTa funds be budgeted and appropriated as follows:

Budget and Appropriate:

Increase Revenues:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17001	CN716001	41492	Route 28, Phase 3	\$9,500,000

Increase Expenditures:

<u>Fund</u>	<u>Dept.</u>	<u>Project</u>	<u>Award</u>	<u>Object</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
4105	17	16C17001	CN716001	53201	30.01	Route 28, Phase 3	\$9,500,000

Dated: August 10, 2018

Lee Ann Green

Acting Clerk to the Board

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BE IT STILL FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Transportation Director or his designee to execute such documents necessary to affect the intent to this Resolution and sign the Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Prince William County on behalf of the Prince William County Board of County Supervisors.

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

Votes:

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

Nays: None

Absent from Vote: None

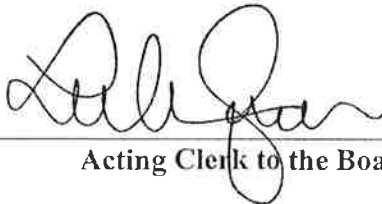
Absent from Meeting: Stewart

For Information:

Transportation Director

Finance Director

ATTEST: _____



Acting Clerk to the Board