



#### NOTES

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## Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC)

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# AGENDA

## CVTA TECHNICAL ADVISORY COMMITTEE (TAC)

Monday, May 8, 2023, 1:00 p.m. - Zoom Meeting

If you wish to participate in this meeting virtually, please register via Zoom at the following link:  
[https://planrva-org.zoom.us/webinar/register/WN\\_MWJRRhhISB-Yu\\_gbzBYfgQ](https://planrva-org.zoom.us/webinar/register/WN_MWJRRhhISB-Yu_gbzBYfgQ)

1. **Welcome and Introductions**  
(Clarke)
2. **Roll Call & Certification of a Quorum**  
(Firestone)
3. **Consideration of Amendments to the Agenda**  
(Clarke)
4. **Approval of April 19, 2023, CVTA TAC Meeting Minutes** – page 3  
(Clarke)  
**Action requested: approval of the CVTA TAC meeting minutes as presented (voice vote).**
5. **Public Comment Period**  
(Clarke/5 minutes)
6. **CVTA TAC Chair's Report**  
(Clarke/5 minutes)
7. **CVTA Actions – Review**  
(Parsons/15 minutes)
  - a. **Project Selection and Allocation Framework** – page 6
  - b. **Regional Leveraging Funds for PE**
  - c. **CVTA/Locality SPAs** – page 21
  - d. **Fall Line Wayfinding Plan - next steps** – page 70
  - e. **Debt and Reserve Policy** – page 99
8. **Fall Line Working Group Membership**  
(Clarke/5 minutes)  
**Discussion item: request from SportsBackers representative to become member of working group.**

**9. CVTA TAC Member Comments**

*(Clarke/5 minutes)*

**10. Next Meeting: June 12, 2023**

*(Clarke)*

**11. Adjournment**

*(Clarke)*

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY  
TECHNICAL ADVISORY COMMITTEE (TAC)**

**ZOOM MEETING MINUTES**

**April 10, 2023**

**Members and Alternates Present:**

Voting Members					
<b>Town of Ashland</b>		<b>Charles City County</b>		<b>Chesterfield County</b>	
Nora Amos	X	Gary Mitchell	X	Barbara K. Smith, Vice Chair	X
		Rhonda Russell (A)		Chessa D. Walker (A)	X
<b>Goochland County</b>		<b>Hanover County</b>		<b>Henrico County</b>	
Austin Goyne	X	Joseph E. Vidunas	X	Todd Eure	X
Thomas M. Coleman (A)	X	J. Michael Flagg (A)		Sharon Smidler (A)	
<b>New Kent County</b>		<b>Powhatan County</b>		<b>City of Richmond</b>	
Amy Inman	X	Bret Schardein		Dironna Moore Clarke, Chair	X
Kelli Le Duc (A)		Vacant (A)			
Non-Voting Members					
<b>VDRPT</b>		<b>VDOT</b>		<b>Virginia Port Authority</b>	
Tiffany T. Dubinsky	X	Dale Totten		Barbara Nelson	X
Daniel Wagner (A)		Mark Riblett (A)	X		
		Liz McAdory (A)		<b>PlanRVA/RRTPo</b>	
<b>GRTC Transit System</b>				Chet Parsons	X
Adrienne Torres		<b>RMATA*</b>			
Sam Sink (A)		Joi Taylor Dean			

The technology used for the CVTA TAC meeting was a web-hosted service created by Zoom and YouTube Live Streaming and was open and accessible for participation by members of the public. A recording of this meeting is available on our [Plan RVA YouTube Channel](#).

Virtual participation of this meeting by members of the committee is authorized under the City of Richmond Res. No. 2020-R025, - declaration of a local emergency due to the potential spread of COVID-19, adopted March 16, 2020. The resolution is available [here](#).

**1. Welcome and Introductions**

The Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC) Chair, Dironna Moore Clarke, presided and called the April 10, 2023, CVTA Technical Advisory Committee (TAC) regular meeting to order at 1:00 p.m.

**2. Roll Call & Certification of a Quorum**

Janice Firestone, Program Manager, took attendance by roll call and certified that a quorum was present.

### **3. Consideration of Amendments to the Agenda**

Chair Clarke asked that Item 8 on the agenda be heard before Item 7. On motion by Dironna Clarke, the CVTA TAC unanimously approved the meeting agenda as amended (voice vote).

### **4. Approval of March 13, 2023, CVTA TAC Meeting Minutes**

On motion by Gary Mitchell, seconded by Austin Goyne, the CVTA TAC members voted unanimously to approve the meeting minutes as presented (voice vote).

### **5. Public Comment Period**

There were no requests to address the committee.

### **6. CVTA TAC Chair's Report**

Chair Clarke did not have a formal report.

### **8. Regional Leveraging Funds for PE**

Vice Chair Smith recapped the discussion from the last meeting about utilizing funding to develop 30% plans. There was a general consensus to recommend approval of this. The Project Selection and Allocation Framework document is being revised to reflect that. In the meantime, the goal is to move forward with the recommendation to the Finance Committee and then the full Authority of setting aside 30% for design effort.

Committee members discussed the following:

- This is not 30% of the dollars that have been put aside for leveraging, but 30% PE design.
- If this option is taken, the locality should forego the remaining funds so they are not tied up. Others felt the remaining dollars should be held on the project for another round of Smartscale, but it will be reallocated to the appropriate funding year.
- VDOT has a staff recommended funding scenario, but it is not final. The suggestion is to not make any formal changes until the CTB finalizes their recommendations for round five.

Chessa Walker recapped the discussion on the leveraging funds from March 10<sup>th</sup>. Committee members discussed the pros and cons of the various ways to handle this in the document. The changes are being recorded by Ms. Walker and will be distributed to members.

### **7. Project Selection and Allocation Framework – Recommendations for Full Authority**

Vice Chair Smith recapped the discussion from the last meeting about utilizing funding to develop 30% plans. There seemed to be general consensus. The Project Selection and Allocation Framework document is being revised to reflect that.

On motion by Gary Mitchell, seconded by Austin Goyne, the CVTA TAC members voted unanimously to approve the amended Project Selection and Allocation Framework (voice vote).

<b>Town of Ashland</b>	<b>Vote</b>	<b>Charles City County</b>	<b>Vote</b>	<b>Chesterfield County</b>	<b>Vote</b>
Nora Amos	Aye	Gary Mitchell	Aye	Barbara K. Smith, Vice Chair	Aye
<b>Goochland County</b>		<b>Hanover County</b>		<b>Henrico County</b>	
Austin Goyne	Aye	Joseph E. Vidunas	Aye	Todd Eure	Aye
<b>New Kent County</b>		<b>Powhatan County</b>		<b>City of Richmond</b>	
Amy Inman	Aye	Bret Schardein		Dironna Moore Clarke, Chair	

**9. CVTA/Locality SPA Immediate Needs**

Eric Gregory, legal counsel, reported that the document is ready to be used by localities. He recommended that local governing bodies approve the SPA and send for final approval of the CVTA.

**10. CVTA TAC Member Comments**

There were no comments from members.

**11. Next Meeting: Monday, May 8, 2023, at 1:00 p.m.**

**12. Adjournment**

Chair Clarke adjourned the meeting at 2:32 p.m.

# CVTA Regional Project Selection and Allocation Framework

Adopted April 28, 2023

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## Overview

The 2020 General Assembly legislation, House Bill 1541, created the Central Virginia Transportation Authority (CVTA), allowing the Richmond region to use specified tax revenues to fund transportation needs of the region (Code of Virginia Section 33.2-3700 - 3713):

The funds for the CVTA are generated through the following sources:

- Sales and use tax of 0.7 percent (revenue collection began October 2020); and
- Wholesale gas tax of 7.6 cents per gallon of gasoline and 7.7 cents per gallon of diesel fuel (revenue collection began July 2020).

These tax generated funds are to be divided accordingly:

- 15% to the Greater Richmond Transit Company (GRTC) to provide transit and mobility services;
- 35% to the CVTA for regional transportation projects; and
- 50% distributed proportionally to each member locality for local projects which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

## CVTA Regional Funds

The CVTA funds designated for regional transportation projects is projected to generate approximately \$65 million per year or \$390 million over a six-year period. In order to spend these funds, state code requires the Authority to develop a prioritization process based on objective analysis that considers the benefits of a project relative to its cost. This framework document serves to outline the process for project selection and allocation. The process should be reviewed and updated after each funding cycle to implement improvements through lessons learned and to remain flexible to changes in available funding (i.e., future bonding capacity).

A motivating factor in establishing the CVTA was the region's desire to fund regional transportation projects which were not likely to be funded through other sources due to their high project costs. It is through this lens that the project selection and allocation process was developed. Member localities and regional transportation partners will engage in a competitive process where projects are submitted for funding. Together, the CVTA members will assess the projects' merit and regional value before determining final allocations.

## Project Selection Process

The process for obtaining CVTA regional funding for transportation projects will be selective as regional needs surpass the available funding. To ensure a fair and transparent process, the following four-step project selection process has been developed. A general description of each step is included below.

## Step 1: Project Submissions

### Funding Cycle and Schedule

The CVTA regional funding cycle will coincide with non-Smart Scale years (generally odd years). On the alternating years, funding requests for existing projects will be considered. CVTA staff will work with the CVTA Technical Advisory Committee (TAC) to develop an application schedule with the goal of having an approved funding scenario in advance of the Smart Scale pre-application start date. A calendar of the project selection process will be published each cycle at least a month in advance of the call for projects. CVTA staff will present the project selection schedule to the TAC. All applications and supplemental materials are due by the application deadline. CVTA staff will provide a reminder to TAC before the deadline and indicate the preferred method of submission.

### Sponsor Eligibility and Application Limits

All CVTA locality members are eligible to submit requests for CVTA regional funding. The number of applications allowed per locality member will be two times the weighted voting for localities. Refer to **Table 1**.

**Table 1: CVTA Regional Funds – Application Limit by Sponsor Type**

CVTA Member Locality/Agency	Population*	CVTA Weighted Votes	Total Applications
Town of Ashland	7,553	1	2
Charles City County	7,331	1	2
Chesterfield County	333,450	4	8
Goochland County	22,277	2	4
Hanover County	96,460	3	6
Henrico County	320,717	4	8
New Kent County	20,468	2	4
Powhatan County	28,442	2	4
City of Richmond	217,938	4	8
Total Number of Possible Applications =			46

\*July 1, 2015 Weldon Cooper

## Project Categories and Eligibility

Funding is limited and regional needs are abundant; therefore, criteria was established to constrain the list of eligible projects to focus on projects that would provide regional rather than local benefits. Applications submitted for CVTA regional funding will be classified into seven categories: Highway, Bike/Pedestrian, Transit, Multimodal, Bridge, Studies, and Preliminary Engineering (PE)-Only. Proposed projects must meet the criteria defined in **Tables 2** and **3** to be eligible for CVTA regional funding.

**Table 2: Project Categories and Eligibility for CVTA Regional Funding (1 of 2)**

Project Category	Eligibility Criteria	Potential Projects
Highway	<ul style="list-style-type: none"> <li>▪ Limited-Access Roadways <ul style="list-style-type: none"> <li>» No volume threshold criteria</li> <li>» Interstate (e.g., I-95, I-64, I-295)</li> <li>» Freeway (e.g., Route 288, Route 150, Powhite Parkway)</li> </ul> </li> <li>▪ Arterial Roadways <ul style="list-style-type: none"> <li>» Existing Roadways <ul style="list-style-type: none"> <li>– Principal arterial with an existing ADT &gt; 20,000 VPD</li> <li>– Minor arterial with an existing ADT &gt; 20,000 VPD <ul style="list-style-type: none"> <li>• Sources: VDOT Functional Classification Map, VDOT published count book or traffic count data</li> </ul> </li> </ul> </li> <li>» New Alignments <ul style="list-style-type: none"> <li>– Submitting locality/agency to justify based on: <ul style="list-style-type: none"> <li>• Expected functional classification, supported by comprehensive plan</li> <li>• Projected ADT, within 20 years, that meets 20,000 VPD threshold defined above</li> </ul> </li> </ul> </li> <li>» Intersections <ul style="list-style-type: none"> <li>– Intersection of two arterials, at least one leg with ADT &gt; 20,000 VPD</li> </ul> </li> </ul> </li> <li>▪ Projects on the following high priority corridors are eligible (no functional classification or volume threshold criteria): <ul style="list-style-type: none"> <li>» Arterial Preservation Network (APN) <ul style="list-style-type: none"> <li>– Source: VDOT’s Arterial Preservation program</li> </ul> </li> <li>» Corridor of Statewide Significance (CoSS) <ul style="list-style-type: none"> <li>– Source: OIPI’s VTrans2040 the state’s long-range multimodal transportation plan</li> </ul> </li> </ul> </li> <li>▪ A map showing eligible roadways based on the above criteria (not including New Alignments) can be found here: <a href="https://arcg.is/00q9yL">https://arcg.is/00q9yL</a></li> <li>▪ Every applicant may submit one priority highway project outside of the criteria listed above.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Road widening</li> <li>▪ Realignment, extension, or relocation</li> <li>▪ New interchange or interchange modification</li> <li>▪ Grade separation</li> <li>▪ Intersection improvements</li> <li>▪ New road or alignment</li> <li>▪ ITS improvements</li> </ul>
Bike/ Pedestrian	<ul style="list-style-type: none"> <li>▪ Limited to regional trail networks <ul style="list-style-type: none"> <li>» Regional trail defined as: multi-jurisdictional trail with a defined/conceptual alignment</li> <li>» Infrastructure supporting a regional trail</li> <li>» Spurs that directly connect to regional trails are eligible</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Example regional trails: Fall Line Trail, East Coast Greenway, James River Heritage Trail</li> <li>▪ Trailheads, parking lots, support stations</li> </ul>

ADT = Average Daily Traffic

VPD = Vehicles Per Day

**Table 3: Project Categories and Eligibility for CVTA Regional Funding (2 of 2)**

Project Category	Eligibility Criteria	Potential Projects
Transit	<ul style="list-style-type: none"> <li>Limited to leveraging funds/local match funds for other federal and state fund sources, for regional capital transit projects</li> </ul>	<ul style="list-style-type: none"> <li>Bus Rapid Transit (BRT)</li> <li>Express Routes</li> <li>Fixed route or on-demand service</li> <li>Transit stations or centers</li> </ul>
Multimodal	<ul style="list-style-type: none"> <li>Park and Ride lots</li> <li>Rail and Port</li> <li>Limited to leveraging funds/local match funds for other federal and state fund sources, for park and ride lots for construction or expansion; rail and port capacity or capital improvements</li> </ul>	<ul style="list-style-type: none"> <li>Capacity change in intermodal corridors including highways, navigable waterways, and rail</li> <li>Intercity passenger rail</li> <li>New, relocated, and station upgrades</li> </ul>
Bridge	<ul style="list-style-type: none"> <li>Bridge must be on VDOT's State of Good Repair (SGR) eligibility list (posted annually <a href="http://www.virginiadot.org/projects/state-of-good-repair/">www.virginiadot.org/projects/state-of-good-repair/</a>) and meet CVTA Highway regionally-eligible criteria</li> <li>SGR eligibility criteria (must meet all three criteria) <ul style="list-style-type: none"> <li>» Bridge reconstruction or replacement projects</li> <li>» Bridge designated structurally deficient/poor condition by VDOT</li> <li>» Bridge on the National Bridge Inventory (NBI)</li> </ul> </li> <li>New bridge projects are not eligible in this category and will be considered in the Highway project category</li> <li>Bridge rehabilitation and replacement projects that include betterment (adding capacity, bike/pedestrian, etc.) will be categorized in the most appropriate non-bridge category</li> </ul>	<ul style="list-style-type: none"> <li>Bridge rehabilitation and replacement projects – unsuccessful in securing SGR funds</li> </ul>
Studies	<ul style="list-style-type: none"> <li>Studies involving CVTA regionally-eligible facilities</li> <li>Studies that are part of an agency's work program will not be considered for CVTA regional funds</li> </ul>	<ul style="list-style-type: none"> <li>Operational and Safety studies</li> <li>Interchange access requests (IAR)</li> <li>Transit feasibility studies</li> <li>Regional bike/pedestrian alignment studies</li> </ul>
Preliminary Engineering-Only	<ul style="list-style-type: none"> <li>PE-Only projects involving CVTA regionally-eligible facilities</li> </ul>	<ul style="list-style-type: none"> <li>Preliminary engineering to clear environmental reviews</li> <li>Development of construction plans to right-of-way stage</li> </ul>

## Step 2: Project Screening

All projects requesting CVTA regional funding will be screened by CVTA staff and TAC to ensure that the project is eligible for funding. The following items will be evaluated during project screening:

- Project scope is well defined and includes total cost estimate and requested CVTA regional funding amount.
- Project estimate and schedule is reasonable as determined by a third-party review. Applicant estimate is submitted using VDOT Cost Estimating Workbook (CEWB). Applicants' estimates and the third-party estimates are reviewed by TAC with TAC making a final recommendation to the full authority.
- Submission includes supplemental data and studies, if available and the agency who will administer the project (locality/agency or VDOT).
- For study requests, the regional nature and appropriateness to fund with CVTA regional funds will be considered along with efforts to fund through other study funding programs.
- Projects are not required to be in the Long-Range Transportation Plan (LRTP). The LRTP will be amended to include projects selected for regional funding that are not currently in the plan.

## Step 3: Project Scoring and Ranking

Per state code, all projects requesting CVTA regional funding will be prioritized using a data-driven process that considers benefits and cost. Projects will be ranked within each of the seven project categories based on the benefit to cost score. Ranking within each project category allows projects with similar characteristics to be compared against the others. Project scoring will be conducted by CVTA staff. Project categories will be scored using the measures discussed below.

### Project Category: Highway, Bike/Pedestrian, Transit, Multimodal, Studies, Preliminary Engineering (PE)-Only

All project categories, except for the Bridge category, will be evaluated using selected goals and performance measures developed for the ConnectRVA 2045 LRTP. The core goals selected for prioritization were 1) Safety, 2) Mobility, and 3) Equity/Accessibility/Economic Development. See **Table 4** for descriptions and weighting for each goal and performance measure. The selected goals and performance measures provide the most discernible differences to compare regional improvements. Scoring will be weighted and normalized for each measure and project benefits will be measured against project costs. Scores will be evaluated to determine the impact of outliers on the normalized scores and may be adjusted to better compare benefits. A summary of how the goals and performance measures were selected and a link to the LRTP technical documentation is provided in **Appendix I**.

### Project Category: Bridge

Regionally-eligible bridge projects will be evaluated using VDOT's State of Good Repair (SGR) score to rank and prioritize projects within the Bridge category. VDOT administers the SGR funding program. The SGR program uses five factors to score and prioritize structurally-deficient/poor condition bridge rehabilitation and replacement projects for funding. SGR scoring is conducted by VDOT annually with

scores posted here <https://www.virginiadot.org/projects/state-of-good-repair/>. The SGR score is based on the five factors described in **Table 5**.

**Table 4: CVTA Regional Scoring for Project Categories: Highway, Bike/Pedestrian, Multimodal, Transit, Studies, PE-Only**

Goal	Safety		Mobility		Accessibility			
					Economic Development		Equity	
Goal Weight	38.5%		23%		38.5%			
Performance Measure	Crash Frequency	Crash Rate	Person Throughput	Person Hours of Delay	Access to Destinations	Access to Jobs	Access to Jobs (EJ)	Access to Destinations (EJ)
Performance Measure Weight	70%	30%	50%	50%	30%	30%	20%	20%
Description	Reduction in EPDO of Fatal and Injury Crashes (5-year period)	Reduction in EPDO of Fatal and Injury Crashes per 1 million VMT	Increase in Person Throughput (Peak Period)	Reduction in Person Hours of Delay (Peak Period)	Increase in average access to weighted destinations per 1,000 persons (travel time of 30 minutes for all modes) for all population	Increase in average job accessibility per person	Increase in average job accessibility per person (Total EJ Population within EJ Area)	Increase in average access to destinations per 1,000 persons (travel time of 30 minutes for all modes) for EJ population
Unit of Measure	EPDO	EPDO per 1 Million VMT	Persons	Person Hours	Weighted Destinations per 1,000 Persons	Jobs per Person	Jobs per Person	Weighted Destinations per 1,000 Persons

EPDO = Equivalent Property Damage Only

VMT = Vehicle Miles Traveled

EJ = Environmental Justice

**Table 5: CVTA Regional Scoring for Project Category: Bridge**

SGR Factor	Importance	Condition	Design Redundancy and Safety	Structure Capacity	Cost Effectiveness
Factor Weight	30%	25%	15%	10%	20%
Description	Traffic volume, truck traffic, detour route, future traffic volume, and key route designations	Measures overall condition of the bridge using detailed condition data compiled from the safety inspection report	Fracture-critical bridges, fatigue prone details, and scour and seismic vulnerability	Consideration of whether the bridge will be posted or has issues with clearances or waterway adequacy	Ratio of actual project cost to the cost for full replacement

## Step 4: Project Selection

A six-year program for allocations is developed based on the following steps. Some steps may be iterative in nature until consensus is reached.

- 1) CVTA staff will provide the scored regional projects ranked within each project category to CVTA TAC for an initial review and to the full Authority as an information item.
- 2) CVTA staff will request projected annual allocations for a six-year window of regional funding from the Finance Committee.
- 3) CVTA staff will use the project rankings and projected annual allocations to develop a recommended funding scenario considering the guidelines below and following the allocation process described in the subsequent section of the document.
  - If applicant submits one application for leveraging and one PE-Only application for the same project both funding requests need to be considered independent of the other (as standalone applications).
  - The distribution of funds should be roughly proportional to the total value of the requested amount per each project category
  - Studies should not exceed 5% and PE-Only projects should not exceed 10% of the annual CVTA regional funding
- 4) CVTA TAC will review CVTA staff's draft funding scenario, make revisions if necessary and provide a recommended funding scenario to the CVTA Authority, requesting authorization for public review.
- 5) CVTA staff will manage a public comment period consistent with the RRTPO Public Engagement Plan. All comments will be provided to the Authority before they take a final vote on the project selections and allocations.

## Project Allocations

Projects selected by the CVTA are programmed for funding according to the project schedule and needs. The allocation of funds by the CVTA is the final step in the project selection process. The following section outlines the CVTA's approach to allocating available funds, addressing funding shortfalls and surpluses, and changing project schedules.

### Allocation Process

#### Order of Allocations

The following order of allocations is used to ensure existing, active projects are funded and prioritized above new projects while maintaining a reserve fund to address cost overruns and changes in available funding.

1. Year 6 funding to balance entry (see target balance below)
2. Additional funding for programmed phases of active projects in Years 1-5, starting with Year 1
3. Next phase of existing projects already approved by the CVTA for Year 6
4. New projects in order of priority and based on available funding

### General Programming Guidance

Funds are allocated to projects based on the project schedule and the availability of funds. In general, the allocated funds should cover the entire amount requested for a phase (PE, RW, CN) but may be split

over multiple years based on the project schedule and availability of funding. Leveraging funds used for Smart Scale, will be programmed to allow projects to advance ahead of other fund source availability. Allocations cover a six-year period consistent with §33.2-3706. The goal of the allocation process is to fully allocate all six years of funding with some funding held in unallocated balance entry to cover cost increases and allow for new project selection in the future. The target allocation percentages assigned to projects and held in a unallocated balance entry account is summarized in the table below.

**Table 6: Balance Entry & Project Allocation Percentages**

	Previous	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Projects	100%	90%	85%	80%	75%	70%	65%
Balance	0%	10%	15%	20%	25%	30%	35%

### Funding Limits

CVTA regional funds applied to studies should not exceed 5% of the annual CVTA regional funding, approximately \$3.25M. CVTA regional funds applied to PE-Only projects should not exceed 10% of the annual CVTA regional funding, approximately \$6.5M.

### Future Commitments

If a project cannot be fully funded within the six-year period covered by the SYIP, the necessary funding for future phases should be documented by year as "future commitments". If the CVTA decides not to commit to funding subsequent phases (as in the case of leveraging funds), this decision should be noted in the allocations and future commitments tables. Documenting future phases and commitments allows for better estimation of available funding prior to the application period. If the available funding for a year is insufficient to cover new projects, the CVTA may elect to only accept applications for cost overruns on existing active projects for the year.

### Leveraging Funds

Applicants for CVTA regional funds are encouraged to leverage CVTA funds for outside funding, such as Smart Scale, Revenue Sharing and federal grants, when possible. When a selected project request is intended to support leveraging, the CVTA will program the funds so the project can be delivered as quickly as possible considering the year the complementary fund source will be programmed. The use of the funds for leveraging is documented in the allocations table. Projects with funding intended for leveraging are not considered active projects until fully funded.

**No Change to Leveraging Amount:** If the project sponsor is unsuccessful in its first attempt to obtain additional funds to fully fund the project, the leveraging funds will be adjusted for inflation and programmed to fit the anticipated allocation year of the complimentary funding source.

**Adjusted Leveraging Amount:** The project sponsor may request a new amount for leveraging funds. If this new amount is not included in the CVTA recommended funding scenario, the sponsor can adjust the request or retain the amount of the original leveraging (for a second attempt to fully fund). If an

adjusted leveraging amount is approved, the sponsor's attempt to fully fund the project will be considered the first attempt with the new leveraging amount.

Funds from Leveraging for PE: The sponsor may request a portion of the leveraging funds, in the amount necessary to develop 30% plans for the original project scope. 30%-design may include the following: survey, roadway, bridge and structures, right of way and utility impacts, hydraulics, traffic, and environmental work. The leveraging available for the second attempt will be reduced accordingly unless the applicant successfully applies for a new leveraging amount (refer to Adjusted Leveraging Amount). The request for PE funds from the leveraging amount must be made prior to the next CVTA regional application cycle.

If the sponsor is unsuccessful in the second attempt to obtain funds to fully fund the project, the project funds will be deallocated. The project sponsor may submit a new application for the entire project cost or leveraging to be rescored with other new projects. A subsequent request for leveraging should include documentation to support requested leveraging amount.

(See **Appendix II** for a definition of "committed and reasonably expected funds").

## Cost Overruns

All active projects are initially eligible to request additional funding to cover cost overruns but may become ineligible as described in the "Quarterly Reporting" section. Additional funding requests must be submitted during the annual application window. Requests outside the normal application window are only accepted for the construction phase when construction costs are over budget. Changes to the project scope will not be accepted as a justification for additional funding. Any request for additional funding must include documentation of the reason for the cost increase. If the request results in a cumulative allocation increase of up to 10% relative to the initial CVTA approved allocation for the phase, CVTA TAC may approve additional allocations. CVTA staff may consider the use of balance entry or funding swaps, which do not negatively impact project schedules, to address overruns.

If the request results in a cumulative allocation increase of more than 10% relative to the initial CVTA approved allocation for the phase, CVTA TAC will review the request and recommend to the CVTA any combination of the following options for their approval:

- Use balance entry funds
- Reduced project scope
- Use of local or other non-regional CVTA funds
- Deselect and deallocate the project

## Surplus Funds

All surplus funds are returned to CVTA balance entry to be reallocated through the CVTA selection and allocation process. Funds are deemed surplus upon project completion or cancellation. Projects that are completed or cancelled are no longer considered active projects and are not eligible for additional funding in the future.

Any CVTA funding on a project that receives additional committed funding from another source is also deemed surplus if the total allocation exceeds the estimated project cost. CVTA staff will identify overfunded projects and reallocate surplus funding. Unlike completed or cancelled projects, projects which are overfunded are still considered active projects, even if all regional funding is removed from the project. As active projects, these projects are eligible for additional funding in accordance with the cost overrun guidelines in the previous section.

## Project Development and Reporting

To provide oversight in the use of regional funds, the CVTA has implemented a quarterly reporting requirement for CVTA funded projects, see **Table 7**. Project sponsors are expected to complete the quarterly report, according to the following schedule until the project is closed out:

Table 7: CVTA Quarterly Reporting Schedule

Period Covered:	Submission Date:
July 1 – September 30	November 1
October 1 – December 31	February 1
January 1 – March 31	May 1
April 1 – June 30	August 1

A reporting form will be made available on the CVTA website. The report should, at minimum, include the following items:

- Current cost estimate and schedule
- Current phase(s) authorized
- Next major milestone (start preliminary engineering, public involvement, start right-of-way and utility phase, complete right-of-way and utility phase, advertise project for construction, award construction contract)
- Any delays or challenges in implementation

If project quarterly reports have not been submitted, reimbursement or future pay-go payments for the project may be withheld and the project may be ineligible for additional funding for cost overruns.

The CVTA will maintain a CVTA program database on the CVTA website. This page will include a summary of all active and selected projects and their progress toward implementation. This page will be updated with the quarterly reports and after new project selection each year.

## Appendix I: Scoring Methodology

All project categories, except for the Bridge category, will be evaluated using selected goals and performance measures developed for the ConnectRVA 2045 LRTP. Scoring will be weighted and normalized for each measure and project benefits will be measured against project costs. For more details on the methodology, please see the LRTP technical documentation found here:

<https://planrva.org/wp-content/uploads/ConnectRVA2045-Project-Evaluation-and-Scoring-Process.pdf>

The performance measures used to prioritize the ConnectRVA 2045 LRTP were reviewed to determine which measures would provide the most discernible differences to compare regional improvements. The core goals selected for prioritization were 1) Safety, 2) Mobility, and 3) Accessibility (Economic Development & Equity). See **Table 4** for descriptions and weighting for each goal and performance measure. These core performance measures were selected for the following reasons:

1. The measures are performance-based and quantify the direct benefit of a proposed improvement.
2. The measures are the most applicable to regional projects.
3. The measures balance the overwhelming impact of cost compared to benefits. This is particularly true for the Highway project category.

Other ConnectRVA 2045 LRTP goals/performance measures, while relevant, were deemed unnecessary for comparing regional projects and excluded for the following reasons:

1. The following measures estimate benefits more qualitatively based on the local proximity of a proposed project to relevant features. These measures do not draw clear distinctions and are less relevant to the benefits of regional projects:
  - » *Economic Development: Connections to Truck Intensive Areas*
  - » *Environmental: Sensitive Features*
  - » *Land Use: Connection to Activity Centers*
2. The following measures do not provide significant differentiation between projects scores and are redundant to performance measures evaluated under the goals Mobility, Equity and Accessibility, Economic Development, Environmental/Land Use:
  - » *Economic Development: Truck Throughput* similar to *Mobility: Person Throughput measure*
  - » *Economic Development: Job Growth* similar to *Equity & Accessibility: Access to Jobs measures*
  - » *Environmental/Land Use: Connection to Activity Centers* similar to *Equity & Accessibility: Access to Destinations measures*
3. The following environmental measures are not necessary to prioritize regional projects because mitigating environmental impacts is part of the project development process:
  - » *Environmental: Sensitive Features, Air Pollution and Vehicle Miles Traveled per Capita*

## Appendix II: Other Funding

The CVTA staff calculates the cost-benefit of a project based on the total cost of the project less any other funding contributions. Funds that are already committed to a project and funds that are reasonably expected are counted as other funding contributions when determining the project cost. Examples of committed and expected funds are listed in the table below.

**Table 8: Committed and Expected Funds**

Example of Committed Funds	Example of Reasonably Expected Funds
Funds included in the adopted budget of local, state, or federal agency	Funds included in the adopted budget but not yet allocated to a project
Funds awarded by agencies or organizations with project selection authority	Funds in a draft budget or appropriation
Funds included in a constrained Capital Improvement Program (CIP) or a transit agency Development Plan	Funds from future budgets, but consistent with historic levels of the funding source(s)

Supporting documentation must be provided for all outside funding as part of the project application. Examples of documentation include Six-Year Improvement Program (SYIP) project pages, locality or agency budgets or capital improvement programs, or award letters from selecting agencies. Any undocumented other funds will not be counted in calculating the overall cost-benefit score for a project.



## RESOLUTION

**It is hereby RESOLVED**, that the CVTA approves the Standard Project Administration Agreement for the CVTA Regionally Funded Project described as the Rt 288 NB Flyover to Bailey Bridge Connector as submitted, and authorize the Chair to execute the Agreement and any other documents or instruments necessary to properly administer the Agreement and the projects described therein.

**It is further RESOLVED**, that project funds for the CVTA Project ID number 0025 set forth in the Agreement, in the total amount of \$3,696,750, are hereby allocated and appropriated for purposes of project execution, subject to review and approval in accordance with CVTA policies and procedures.

**It is further RESOLVED**, that CVTA staff are authorized and directed to execute and administer the Agreement and the projects described therein in compliance with the terms of the Agreement and all applicable laws, regulations, and policies of the CVTA.

\*\*\*\*\*  
This is to certify that the Central Virginia Transportation Authority approved the above resolution at its meeting held April 28, 2023.

BY:

Kevin P. Carroll  
Chair

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0025	RT 288 NB Flyover to Bailey Bridge Connector	N/A	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the "Parties."

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the "Project"; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
  - b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
- d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
- e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.

3. The CVTA shall:

- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
- b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.

4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the Project by the CVTA, and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this


Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

**COUNTY OF CHESTERFIELD, VIRGINIA:**

  
\_\_\_\_\_  
Signature

Dr. Joseph P. Casey  
\_\_\_\_\_  
Typed or printed name of signatory

County Administrator 4/14/23  
\_\_\_\_\_  
Title Date

 4/14/23  
\_\_\_\_\_  
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority  
to execute this agreement.

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

\_\_\_\_\_  
Chair  
Central Virginia  
Transportation Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**  
Appendix A

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Chesterfield</b>
CVTA Project Name:	<b>Rt 288 NB Flyover to Bailey Bridge Connector</b>
CVTA Project Number:	<b>CVTA-0025</b>
UPC Number (If Applicable):	<b>N/A</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Chessa Walker</b>
Scope of Services:	<b>PE</b>
Allocated Project Funding Amount:	<b>\$3,696,750</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	3/24/2023
Survey	7/10/2023
Utility Designation (If Applicable)	7/10/2023
Geotechnical Engineering Report	8/25/2023
Conceptual Design Phase Submittal (If Applicable)	11/10/2023
Approved NEPA Document (If Applicable)	12/10/2023
Preliminary Design Phase Submittal	8/1/2024
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A



## RESOLUTION

**It is hereby RESOLVED**, that the CVTA approves the Standard Project Administration Agreement for the CVTA Regionally Funded Project described as the Chippenham Parkway\Rt 60 Interchange Imp, as submitted, and authorize the Chair to execute the Agreement and any other documents or instruments necessary to properly administer the Agreement and the projects described therein.

**It is further RESOLVED**, that project funds for the CVTA Project ID number 0027 set forth in the Agreement, in the total amount of \$2,000,000, are hereby allocated and appropriated for purposes of project execution, subject to review and approval in accordance with CVTA policies and procedures.

**It is further RESOLVED**, that CVTA staff are authorized and directed to execute and administer the Agreement and the projects described therein in compliance with the terms of the Agreement and all applicable laws, regulations, and policies of the CVTA.

\*\*\*\*\*

This is to certify that the Central Virginia Transportation Authority approved the above resolution at its meeting held April 28, 2023.

BY:

Kevin P. Carroll  
Chair

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0027	Chippenham Pkwy/Rt 60 Interchange Imp	N/A	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY, and the CENTRAL VIRGINIA TRANSPORTATION AUTHORITY, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the "Parties."

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the "Project"; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
  - b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
- d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
- e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.

3. The CVTA shall:

- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
- b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.

4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the Project by the CVTA, and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this


Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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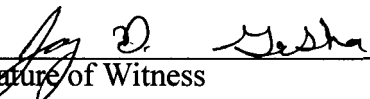
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF CHESTERFIELD, VIRGINIA:**

  
\_\_\_\_\_  
Signature

Dr. Joseph Casey  
\_\_\_\_\_  
Typed or printed name of signatory

County Administrator 4/14/23  
\_\_\_\_\_  
Title Date

 4/14/23  
\_\_\_\_\_  
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

\_\_\_\_\_  
Chair  
Central Virginia  
Transportation Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**  
Appendix A

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Chesterfield</b>
CVTA Project Name:	<b>Chippenham Pkwy/Rt 60 Interchange Imp</b>
CVTA Project Number:	<b>CVTA-0027</b>
UPC Number (If Applicable):	<b>N/A</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Chessa Walker</b>
Scope of Services:	<b>PE</b>
Allocated Project Funding Amount:	<b>\$2,000,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	12/13/2023
Survey	3/1/2024
Utility Designation (If Applicable)	4/1/2024
Geotechnical Engineering Report	12/1/2024
Conceptual Design Phase Submittal (If Applicable)	3/1/2025
Approved NEPA Document (If Applicable)	4/1/2025
Preliminary Design Phase Submittal	8/1/2025
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A

**RESOLUTION**

**It is hereby RESOLVED**, that the CVTA approves the Standard Project Administration Agreement for the CVTA Regionally Funded Project described as the I-95/Rt. 10 Interchange Imp., Phase II, as submitted, and authorize the Chair to execute the Agreement and any other documents or instruments necessary to properly administer the Agreement and the projects described therein.

**It is further RESOLVED**, that project funds for the CVTA Project ID number 0034 set forth in the Agreement, in the total amount of \$750,000, are hereby allocated and appropriated for purposes of project execution, subject to review and approval in accordance with CVTA policies and procedures.

**It is further RESOLVED**, that CVTA staff are authorized and directed to execute and administer the Agreement and the projects described therein in compliance with the terms of the Agreement and all applicable laws, regulations, and policies of the CVTA.

\*\*\*\*\*

This is to certify that the Central Virginia Transportation Authority approved the above resolution at its meeting held April 28, 2023.

BY:



Kevin P. Carroll  
Chair

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0034	I-95/Rt 10 Interchange Imp, Phase II	N/A	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY and the CENTRAL VIRGINIA TRANSPORTATION AUTHORITY, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
  - b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
  - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
  - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
  - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this

Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

**COUNTY OF CHESTERFIELD, VIRGINIA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

\_\_\_\_\_  
Chair

Central Virginia

Transportation Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Chesterfield</b>
CVTA Project Name:	<b>I-95/Rt 10 Interchange Improvements, PH II</b>
CVTA Project Number:	<b>CVTA-0034</b>
UPC Number (If Applicable):	<b>N/A</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Chessa Walker</b>
Scope of Services:	<b>PE</b>
Allocated Project Funding Amount:	<b>\$750,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	6/1/2023
Survey	8/1/2023
Utility Designation (If Applicable)	9/1/2023
Geotechnical Engineering Report	1/1/2024
Conceptual Design Phase Submittal (If Applicable)	2/1/2024
Approved NEPA Document (If Applicable)	3/1/2024
Preliminary Design Phase Submittal	6/1/2024
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A

**RESOLUTION**

**It is hereby RESOLVED**, that the CVTA approves the Standard Project Administration Agreement for the CVTA Regionally Funded Project described as the Woolridge Road (Rt. 288 – Old Hundred Rd) Extension, as submitted, and authorize the Chair to execute the Agreement and any other documents or instruments necessary to properly administer the Agreement and the projects described therein.

**It is further RESOLVED**, that project funds for the CVTA Project ID number 0038 set forth in the Agreement, in the total amount of \$37,578,116, are hereby allocated and appropriated for purposes of project execution, subject to review and approval in accordance with CVTA policies and procedures.

**It is further RESOLVED**, that CVTA staff are authorized and directed to execute and administer the Agreement and the projects described therein in compliance with the terms of the Agreement and all applicable laws, regulations, and policies of the CVTA.

\*\*\*\*\*

This is to certify that the Central Virginia Transportation Authority approved the above resolution at its meeting held April 28, 2023.

BY:



Kevin P. Carroll  
Chair

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0038	Woolridge Rd (Rt 288 – Old Hundred Rd) Extension	112974	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY and the CENTRAL VIRGINIA TRANSPORTATION AUTHORITY, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project”; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY’s administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
  - b. Maintain accurate and complete records of the Project’s development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
- d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
- e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.

3. The CVTA shall:

- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
- b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.

4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the Project by the CVTA, and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this

Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

The remainder of this page is BLANK

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

**COUNTY OF CHESTERFIELD, VIRGINIA:**



\_\_\_\_\_  
Signature

Dr. Joseph P. Casey

\_\_\_\_\_  
Typed or printed name of signatory

County Administrator

\_\_\_\_\_  
Title

4/14/23

\_\_\_\_\_  
Date

Way D. Gable  
Signature of Witness

4/14/23  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority  
to execute this agreement.

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

\_\_\_\_\_  
Chair  
Central Virginia  
Transportation Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Chesterfield</b>
CVTA Project Name:	<b>Woolridge Rd (Rt. 288 - Old Hundred Rd) Ext</b>
CVTA Project Number:	<b>CVTA-0038</b>
UPC Number (If Applicable):	<b>112974</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Nate Mathis</b>
Scope of Services:	<b>CN</b>
Allocated Project Funding Amount:	<b>\$37,578,116</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	N/A
Survey	N/A
Utility Designation (If Applicable)	N/A
Geotechnical Engineering Report	N/A
Conceptual Design Phase Submittal (If Applicable)	N/A
Approved NEPA Document (If Applicable)	N/A
Preliminary Design Phase Submittal	N/A
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	4/1/2024
End Construction	9/1/2026



## RESOLUTION

**It is hereby RESOLVED**, that the CVTA approves the Standard Project Administration Agreement for the CVTA Regionally Funded Project described as the Rt 360 (Woodlake Parkway-Otterdale Rd) Widening, as submitted, and authorize the Chair to execute the Agreement and any other documents or instruments necessary to properly administer the Agreement and the projects described therein.

**It is further RESOLVED**, that project funds for the CVTA Project ID number 0042 set forth in the Agreement, in the total amount of \$750,000, are hereby allocated and appropriated for purposes of project execution, subject to review and approval in accordance with CVTA policies and procedures.

**It is further RESOLVED**, that CVTA staff are authorized and directed to execute and administer the Agreement and the projects described therein in compliance with the terms of the Agreement and all applicable laws, regulations, and policies of the CVTA.

\*\*\*\*\*

This is to certify that the Central Virginia Transportation Authority approved the above resolution at its meeting held April 28, 2023.

BY:

  
Kevin P. Carroll  
Chair

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0042	Rt 360 (Woodlake Pkwy – Otterdale Rd) Widening	N/A	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
  - b. Maintain accurate and complete records of the Project’s development and retain

- documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
  - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
  - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
  - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal

- of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.
5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
  6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
  7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
  8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
  9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
  10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice

to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

The remainder of this page is BLANK

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

**COUNTY OF CHESTERFIELD, VIRGINIA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

\_\_\_\_\_  
Chair  
Central Virginia  
Transportation Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**  
Appendix A

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Chesterfield</b>
CVTA Project Name:	<b>Rt 360 (Woodlake Pkwy - Otterdale Rd) Widening</b>
CVTA Project Number:	<b>CVTA-0042</b>
UPC Number (If Applicable):	<b>N/A</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Barb Smith</b>
Scope of Services:	<b>PE</b>
Allocated Project Funding Amount:	<b>\$750,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	6/1/2023
Survey	9/1/2023
Utility Designation (If Applicable)	10/1/2023
Geotechnical Engineering Report	5/1/2024
Conceptual Design Phase Submittal (If Applicable)	8/1/2024
Approved NEPA Document (If Applicable)	9/1/2024
Preliminary Design Phase Submittal	12/1/2024
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A



## RESOLUTION

**It is hereby RESOLVED**, that the CVTA approves the Standard Project Administration Agreement for the CVTA Regionally Funded Project described as the Fall Line Trail, as submitted, and authorize the Chair to execute the Agreement and any other documents or instruments necessary to properly administer the Agreement and the projects described therein.

**It is further RESOLVED**, that project funds for the CVTA Project ID numbers 0008, 0009, 0010, 0011, 0012, 0013 and 0014 set forth in the Agreement, in the total amount of \$35,819,905, are hereby allocated and appropriated for purposes of project execution, subject to review and approval in accordance with CVTA policies and procedures.

**It is further RESOLVED**, that CVTA staff are authorized and directed to execute and administer the Agreement and the projects described therein in compliance with the terms of the Agreement and all applicable laws, regulations, and policies of the CVTA.

\*\*\*\*\*

This is to certify that the Central Virginia Transportation Authority approved the above resolution at its meeting held April 28, 2023.

BY:

  
Kevin P. Carroll  
Chair

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0008	Fall Line Trail	117047	Henrico County
CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
CVTA-0012		118153	
CVTA-0013		-	
CVTA-0014		-	

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the LOCALITY, VIRGINIA, hereinafter referred to as the LOCALITY and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are

maintained by the Virginia Department of Transportation.

- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
  - c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
  - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
  - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
  - a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
  - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA

policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if

all CVTA funds expended for the project are reimbursed to the CVTA.

10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.
11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

The remainder of this page is BLANK

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

**LOCALITY, VIRGINIA:**

\_\_\_\_\_  
Signature

John A. Vithoulikas  
\_\_\_\_\_  
Typed or printed name of signatory

County Manager  
\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority  
to execute this agreement.

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

\_\_\_\_\_  
Chair Date  
Central Virginia  
Transportation Authority

\_\_\_\_\_  
Signature of Witness Date

**Attachments**  
Appendix A

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Henrico County</b>
CVTA Project Name:	<b>FLT - Park Street</b>
CVTA Project Number:	<b>CVTA-0008</b>
UPC Number (If Applicable):	<b>117047</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Todd Eure</b>
Scope of Services:	<b>RW &amp; CN</b>
Allocated Project Funding Amount:	<b>\$713,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/15/2023
Relocate Utilities (If Applicable)	Complete
Final Construction Design Phase Submittal	5/31/2023
Draft Invitation for Bid Submittal	6/5/2023
Invitation for Bid Advertisement	6/20/2023
Environmental Permits Obtained (If Applicable)	Not Applicable
Begin Construction	8/1/2023
End Construction	3/1/2024

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Henrico County</b>
CVTA Project Name:	<b>FLT - Lakeside Community Trail Phase 1</b>
CVTA Project Number:	<b>CVTA-0009</b>
UPC Number (If Applicable):	<b>118065</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Todd Eure</b>
Scope of Services:	<b>RW &amp; CN</b>
Allocated Project Funding Amount:	<b>\$396,504</b>

### **Schedule**

<b>Milestone</b>	<b>Anticipated Date</b>
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Complete
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	5/10/2023
ROW Design Phase Submittal (If Applicable)	5/15/2023
Begin ROW Acquisition	2/15/2024
Relocate Utilities (If Applicable)	4/15/2024
Final Construction Design Phase Submittal	3/15/2024
Draft Invitation for Bid Submittal	5/15/2024
Invitation for Bid Advertisement	6/1/2024
Environmental Permits Obtained (If Applicable)	6/1/2024
Begin Construction	7/30/2024
End Construction	7/30/2025

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Henrico County</b>
CVTA Project Name:	<b>FLT - Lakeside Community Trail Phase 2</b>
CVTA Project Number:	<b>CVTA-0010</b>
UPC Number (If Applicable):	<b>118091</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Todd Eure</b>
Scope of Services:	<b>RW &amp; CN</b>
Allocated Project Funding Amount:	<b>\$803,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Complete
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/15/2023
Relocate Utilities (If Applicable)	12/1/2023
Final Construction Design Phase Submittal	11/1/2023
Draft Invitation for Bid Submittal	4/10/2024
Invitation for Bid Advertisement	4/29/2024
Environmental Permits Obtained (If Applicable)	2/29/2024
Begin Construction	7/19/2024
End Construction	7/19/2025

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Henrico County</b>
CVTA Project Name:	<b>FLT - Lakeside Community Trail Ph 3</b>
CVTA Project Number:	<b>CVTA-0011</b>
UPC Number (If Applicable):	<b>-</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Todd Eure</b>
Scope of Services:	<b>RW &amp; CN</b>
Allocated Project Funding Amount:	<b>3,073,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/15/2023
Relocate Utilities (If Applicable)	7/30/2023
Final Construction Design Phase Submittal	4/12/2023
Draft Invitation for Bid Submittal	7/15/2023
Invitation for Bid Advertisement	8/1/2023
Environmental Permits Obtained (If Applicable)	6/1/2023
Begin Construction	10/1/2023
End Construction	9/30/2024

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Henrico County</b>
CVTA Project Name:	<b>FLT - Brook/Hilliard Road Diet</b>
CVTA Project Number:	<b>CVTA-0012</b>
UPC Number (If Applicable):	<b>118153</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Todd Eure</b>
Scope of Services:	<b>RW &amp; CN</b>
Allocated Project Funding Amount:	<b>\$1,037,401</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	4/28/2023
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Complete
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	4/27/2023
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	4/26/2023
ROW Design Phase Submittal (If Applicable)	6/1/2023
Begin ROW Acquisition	8/29/2023
Relocate Utilities (If Applicable)	7/31/2024
Final Construction Design Phase Submittal	4/15/2024
Draft Invitation for Bid Submittal	9/15/2024
Invitation for Bid Advertisement	9/30/2024
Environmental Permits Obtained (If Applicable)	9/9/2024
Begin Construction	5/1/2025
End Construction	5/1/2026

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Henrico County</b>
CVTA Project Name:	<b>FLT - Villa Park</b>
CVTA Project Number:	<b>CVTA-0013</b>
UPC Number (If Applicable):	<b>-</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Todd Eure</b>
Scope of Services:	<b>RW &amp; CN</b>
Allocated Project Funding Amount:	<b>\$3,706,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	9/14/2022
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/30/2023
Relocate Utilities (If Applicable)	5/15/2024
Final Construction Design Phase Submittal	2/15/2024
Draft Invitation for Bid Submittal	3/29/2024
Invitation for Bid Advertisement	4/15/2024
Environmental Permits Obtained (If Applicable)	Not Applicable
Begin Construction	6/30/2024
End Construction	6/30/2025

## **APPENDIX A - Locally Administered**

### **Project Details**

Locality:	<b>Henrico County</b>
CVTA Project Name:	<b>FLT-Longdale Trail</b>
CVTA Project Number:	<b>CVTA-0014</b>
UPC Number (If Applicable):	<b>-</b>
CVTA Program Coordinator	<b>Chet Parsons</b>
Local Program Manager:	<b>Todd Eure</b>
Scope of Services:	<b>RW &amp; Construction</b>
Allocated Project Funding Amount:	<b>\$26,091,000</b>

### **Schedule**

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	9/14/2022
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	6/15/2023
ROW Design Phase Submittal (If Applicable)	6/15/2023
Begin ROW Acquisition	8/15/2023
Relocate Utilities (If Applicable)	8/15/2024
Final Construction Design Phase Submittal	9/1/2024
Draft Invitation for Bid Submittal	9/15/2024
Invitation for Bid Advertisement	9/29/2024
Environmental Permits Obtained (If Applicable)	Not Applicable
Begin Construction	11/15/2024
End Construction	11/15/2026

**OFFEROR INFORMATION:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and address of firm:


AB Design, Inc.

10005 Stonemill Rd.

Richmond, VA 23233

FEI/FIN No.: 54-1836839

Date: 3/14/2023

By: (signature) 

Name: (printed name) Gladys Brenner

Title: President

Phone: 804-346-4771 #101

Email: gbrenner@abdesignonline.com



Request for Proposals - RFP #: CVTA 2023-03

# Fall Line Trail Wayfinding



*Virginia*

*March 2023*



10005 Stoffenill Road  
Richmond, Virginia 23233  
Phone: 804-346-4771  
Fax: 804-325-1751  
[www.abdesignonline.com](http://www.abdesignonline.com)

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## AB Design, Inc.

Firm name: AB Design, Inc.  
Address: 10005 Stonemill Rd. Richmond, VA 23233 USA  
Telephone: 804-346-4771  
Website: [www.abdesignonline.com](http://www.abdesignonline.com)  
e-mail: [aboffice@abdesignonline.com](mailto:aboffice@abdesignonline.com)  
Contact: Gladys Brenner, President AB Design, Inc.  
e-mail: [gbrenner@abdesignonline.com](mailto:gbrenner@abdesignonline.com)  
Telephone: 804-346-4771 #101  
Form of Organization: Corporation  
Licenses: Commonwealth of Virginia Dept. of MBE, Maryland DOT, New York State  
and the Small Business Administration as:  
SWAM  
Minority Disadvantaged Business Enterprise  
Small Business Enterprise  
Woman Owned Business  
Micro Business  
Management and Ownership:  
Gladys Brenner is the President of the Corporation (100% stakeholder)

AB Design, Inc. is a full-service independent wayfinding design consulting firm.  
Services currently offered include:

- Design of signage systems (dimensions, materials, contrast and visibility)
- Photographic surveys and site evaluation
- Study of feedback from end users
- Interface with the client, other consultants, and product manufacturers
- Production of construction drawings and sign specifications
- Development of message schedules and sign location plans
- Preparation of bid packages
- Evaluation of code compliance and accessible universal design
- Project management
- Presentation of punch-lists and follow-up
- Creation of Signage Standards Manuals
- Development of brands and logotypes
- Creation of Visual Identity Standards Manuals
- Evaluation and diagnostic of existing sign systems
- Programming and design of upgraded and new sign systems
- Consultation and maintenance of existing sign systems

Our designers have backgrounds in both visual communication and architecture. The integration of both fields makes us imminently qualified to handle design challenges of any scale. AB Design is strong in client presentation, project coordination and knowledge of all phases of creative thought processes from concept through execution.



AB Design, is a full-service independent wayfinding and signage design consulting firm, founded in 1991 in response to the need for planned and designed signage that coordinate communication of the message with an understanding of the audience and environment in which it will be used. AB Design has been in business for over 25 years. Our long time in business attests to our firm stability. We are fiscally well equipped to manage and monitor projects of all sizes.

Our experience includes design of logos/brands and its application, wayfinding, signage design, wayfinding master planning, interpretive signage, production of signage standards manuals, construction drawings and bid documents for sign fabrication and supervision of production and installation of sign systems.

Previous experience working on projects with federal, state and local agencies and municipalities, gives us an understanding of the client's organizational philosophy. We are aware of budgetary strategies and time limitations that affect these projects. In response, our design solutions are concerned with aesthetics as well as functionality while being sensitive to budgetary and time constraints.



We have very successfully developed a new logotype and marketing concept for the Appomattox River Trail, a 23 mile trail that includes six different cities and municipalities. We created an identity for the trail that was applied to web and printed marketing materials. We conducted seven town meetings with different groups of stakeholders and were able to integrate all the stakeholders goals arriving to a unified design concept with the input obtained from the town meetings. We were able to successfully start implementation of the wayfinding through a grant from the CDC aimed at promoting exercise and health. For this project we worked in concert with a landscape design firm that was developing new concepts to integrate and activate the trail. Working hand in hand with them was an excellent experience that turned to be conducive to optimal results.



Our main design objective on any project is to solve information problems and create effective and compelling visual communication programs. For this project, our main design objective is to implement strong and wayfinding system. We will address the development of typical sign types that can be applied to all required locations. The result will be a wayfinding system that, when implemented, will clearly distinguish the identity of the Fall Line Trail, will help users to find their destinations throughout the vehicular, pedestrian and bicycle paths, and will provide navigation information for moving people in, out, through and around the region.

We have developed wayfinding and signage for trails, parks, cities, universities, hospitals museums and transit systems. We developed, as well, interpretive graphics for zoos and parks, visitor maps and orientation guides. Our firm is used to working in projects with multiple stakeholders and enjoys the challenge.

Our designers' expertise with CAD and graphic design packages allows us to work on both PC compatible and Macintosh platforms. We generate files to interface with sign manufacturers, architects and engineers.

We are fully available to start the project as soon as the award is made.

**GLADYS BRENNER**  
PROJECT MANAGER/  
LEAD DESIGNER



Ms. Brenner will be the Project Manager in charge and will be closely involved in the project from conception through the satisfactory completion. Gladys Brenner, President and lead designer of AB Design, has more than 25 years experience in experiential graphic design and project management in the USA and abroad.

Ms. Brenner graduated from Virginia Commonwealth University Communication Arts and Design Department with an MFA in Design and Communication. She also holds an MFA in Architecture and a BA in Graphic Design from the School of Architecture, Urban Planning and Design of the University of Buenos Aires in Argentina.

She was a faculty member at Virginia Commonwealth University teaching computer graphics and at the Universidad de Buenos Aires teaching History of Graphic Design. She was a curator for design exhibits in Virginia and Washington, DC and a presenter at the Society for Experiential Graphic Design (SEGD). Gladys is an active member of the Society for Experiential Graphic Design and a Professional Member of the Sign Design Society, UK (SDS). Ms. Brenner maintains a current knowledge of issues affecting signage, including current trends regarding placement, visibility and effectiveness.

She was recognized with an SEG D Special Mention Award, 2006, Symbol Usage in Health Care for Hablamos Juntos, an initiative of the Robert Wood Johnson Foundation, and at SEG D's "Messages" publications for a report on "Symbol Usage in Health Care Settings for People with Limited English Proficiency". This project won an award from IIID, the International Institute for Information Design and was part of a traveling exhibit to Taipei, Vienna, London, Stuttgart, Iceland, Italy, and South America. She was part of the team that designed the Onondaga Lakeview Amphitheater in Syracuse, NY and that won the 2016 Platinum BD+C's Building Team Awards, a recognition program to honor projects both for their design/construction excellence and the successful collaboration of the Architecture/Engineering/Construction team.

Ms. Brenner has knowledge of six foreign languages and her exposure to diverse cultures during her educational trips, prove to be useful when approaching wayfinding projects that impact visitors from diverse backgrounds.

**ALEX BRENNER**  
CAD MANAGER,  
3D RENDERING  
& PHOTOGRAPHY



Alex Brenner holds a MFA degree in Architecture from the School of Architecture, Urban Planning and Design of the University of Buenos Aires in Argentina.

He is the CAD manager and 3D rendering developer for AB Design. Alex has over 25 years of experience working in architectural design and contract office venues. He developed prototype designs for retail stores that include three dimensional fixtures and signage.

Mr. Brenner developed feasibility studies for urban insertion of buildings and parking lots, evaluating visibility and accessibility.

He has developed complete documentation for several projects that include sign location plans, design intent detailed drawings, construction drawings, elevations showing signage mounting details and three dimensional renderings and photomontages that allow the client to see the designed signs inserted in the environment.

He has extensive experience as a photographer with emphasis in artistic photography.

## WAYFINDING

(Partial List) All team members

Appomattox River Trail, Hopewell, VA. *Branding/logo development and wayfinding plan.*

HRT, Ferry docks in Norfolk and Portsmouth, VA. *Dock Identifying and wayfinding signage.*

Charlotte County Parks, Florida. *Wayfinding Master Plan and application for two county parks.*

Capitol Visitor Center, Washington, DC. *Exterior wayfinding and interpretive signage.*

Maymont Park, Richmond, VA. *Wayfinding/Interpretive master plan, exterior, interior and donor sign system.*

The City of Fayetteville, TN. *Vehicular and gateway wayfinding signage.*

The City of Richmond, VA. *Exterior pedestrian and parking wayfinding signage.*

The City of Punta Gorda, FL. *Vehicular wayfinding signage.*

The Village of Irvington, NY. *Branding/logo development and wayfinding plan.*

Virginia Science Museum. Richmond, VA and Danville, VA. *Wayfinding conceptual master plan.*

Franklin Court Museum, Independence National Historic Park, Philadelphia, PA. *Signage code compliance.*

Patuxent River Naval Air Museum, Lexington Park, MD. *Exterior and interior wayfinding.*

Onondaga Lakeview Amphitheater, Syracuse, NY. *Exterior wayfinding signage.*

Richmond Department of Public Works, Richmond, VA. *Entrance Sculpture/sign.*

District of Columbia Courts, Washington , DC. *Interior and exterior wayfinding for 5 buildings and campus.*

Pentagon, Arlington, VA. *Interior wayfinding.*

Naval Sea System Command, Washington, DC. *Wayfinding system for three buildings in the campus.*

US Department of State Truman Building Washington, DC. *Exterior and interior wayfinding.*

Renwick Gallery, Washington, DC. *Exterior and interior wayfinding*

Bureau of Alcohol, Tobacco, Firearms and Explosives, Washington, DC. and GSA National Laboratory, Beltsville, MD. *Exterior and interior sign system for headquarters and laboratories.*

US Agency for International Development, Washington, DC. *Exterior and interior wayfinding.*

US Customs Service, Washington, DC. *Exterior and interior wayfinding.*

Hilton Washington, Washington, DC. *Exterior and interior wayfinding.*

Bell Atlantic, Virginia, Maryland, Pennsylvania and New Jersey. *Signage re branding for 254 buildings.*

US Department of Agriculture, Washington, DC. *Diverse wayfinding projects for several buildings.*

Richmond Federal Courthouse, Richmond, VA. *Exterior and interior wayfinding.*

Danville Regional Medical Center, Danville, VA. *Exterior and interior wayfinding.*

Veterans Administration Headquarters and Clinic, Anchorage, AK. *Exterior and interior wayfinding.*

Erie County Medical Center, Buffalo, NY. *Exterior and interior Campus and parking signage*

Buffalo General Medical Center, Buffalo NY. *Wayfinding Master Plan.*

Gates Vascular Center, Buffalo, NY. *Interior sign system.*

Kaleida Skilled Nursing Facility, Buffalo, NY. *Interior sign system.*

Clinical and Translational Research Center, Buffalo, NY. *Interior sign system.*

Hablamos Juntos: Improving Patient-Provider Communication, Los Angeles, CA. *Symbols for common terminology and standards for translation pool, related print materials and information items for public use.*

Prince George's Community College, Largo, MD. *Exterior signage system for campus master plan.*

Lowell School, Washington, DC. *Interior and exterior sign system.*

Hillsdale College, Washington DC Campus. *Interior and exterior sign system.*

Piedmont Virginia Community College, Charlottesville, VA. *Exterior and interior wayfinding.*

Central Virginia Community College, Lynchburg, VA. *Exterior wayfinding and signage system.*

Old Dominion University, Norfolk, VA. *Exterior wayfinding and parking signage for Ted Constant Center.*

Performing Arts Center and Library, Lauderhill, FL. *Interior and exterior sign system.*

# SAMPLES OF WORK

Client: **Friends of the Lower Appomattox River**

Project: **Water/Land Trail Branding & Wayfinding**

Location: **Petersburg, Hopewell, Colonial Heights, Dinwiddie, Prince George and Chesterfield Counties, VA**

The Lower Appomattox River is a major tributary of the James River and an important regional asset that is unique and irreplaceable. The lower portion of the river meanders 23 miles eastward through six municipalities. The entire length of the lower portion is designated a 'Virginia Scenic River.' The Friends of the Lower Appomattox River (FOLAR) needed to develop a brand Identity, logo design, and Signage Master Plan to include welcome signage, informational signage, wayfinding signage and historic and cultural interpretive signage to improve the visitor experience by helping visitors to reach their desired destinations, increase community identity, support and enhance the community's sense of place and create a unified multi-layered signage system. Stakeholder input through town meetings and online surveys was a crucial part of the project.



# SAMPLES OF WORK

## CASE STUDY FOR A SIMILAR PROJECT

- The trail extended through six different counties and municipalities: Petersburg, Hopewell, Colonial Heights, Dinwiddie, Prince George and Chesterfield Counties, and it also had gaps between trails and areas that were own by different jurisdictions (county, city, state and federal).

**REGIONAL  
BRAND**

trail system  
identity

**3Ds**

destination  
direction and  
distance

**LOCAL  
BRAND**

local municipality  
identity (in which  
sign is located)

**SECTION  
BRAND**

Seals of counties  
that the trail goes  
through



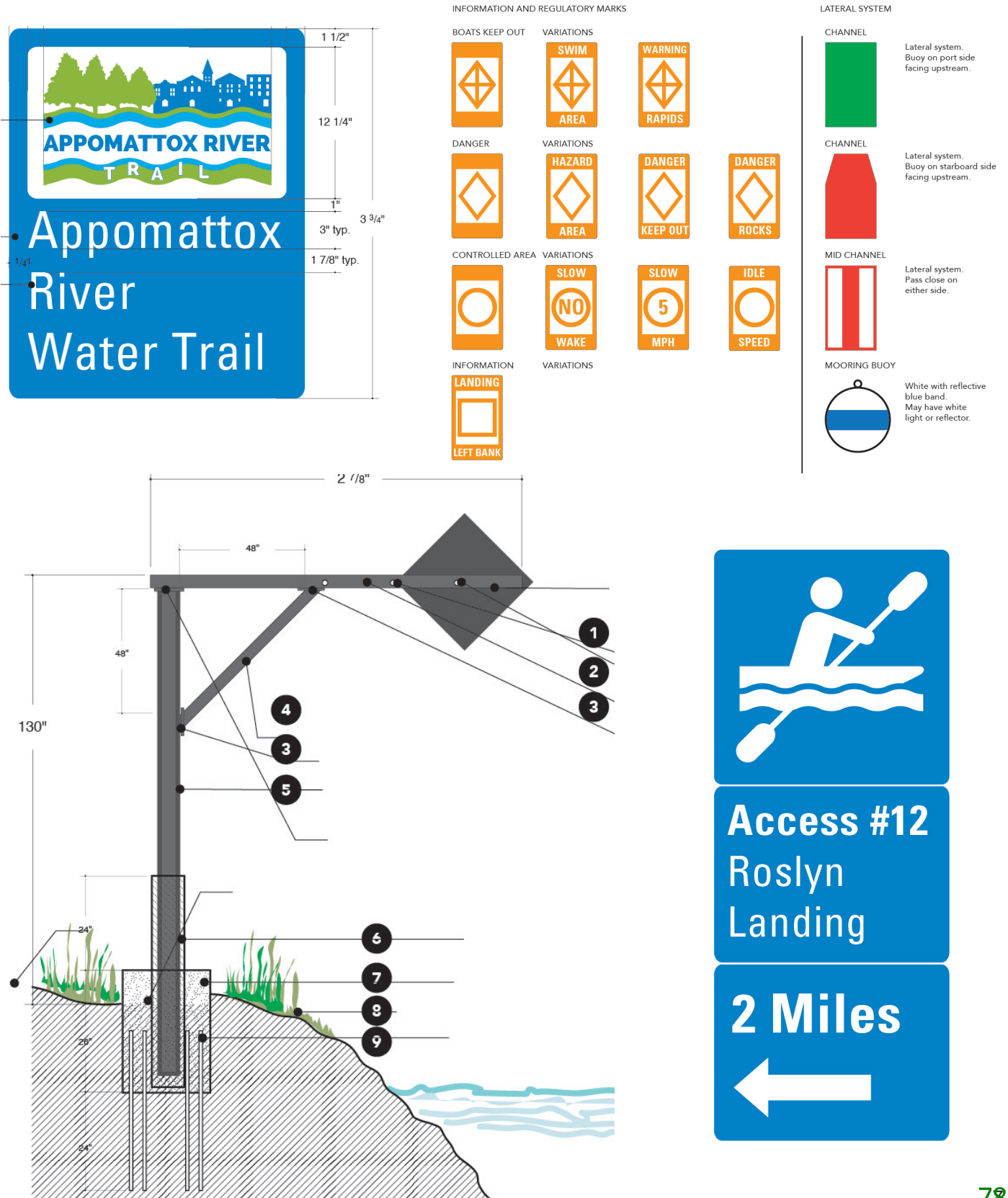
# SAMPLES OF WORK

Client: **Friends of the Lower Appomattox River**

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The Appomattox River Trail Master Plan included as well a complete set of waterway signs.



# SAMPLES OF WORK

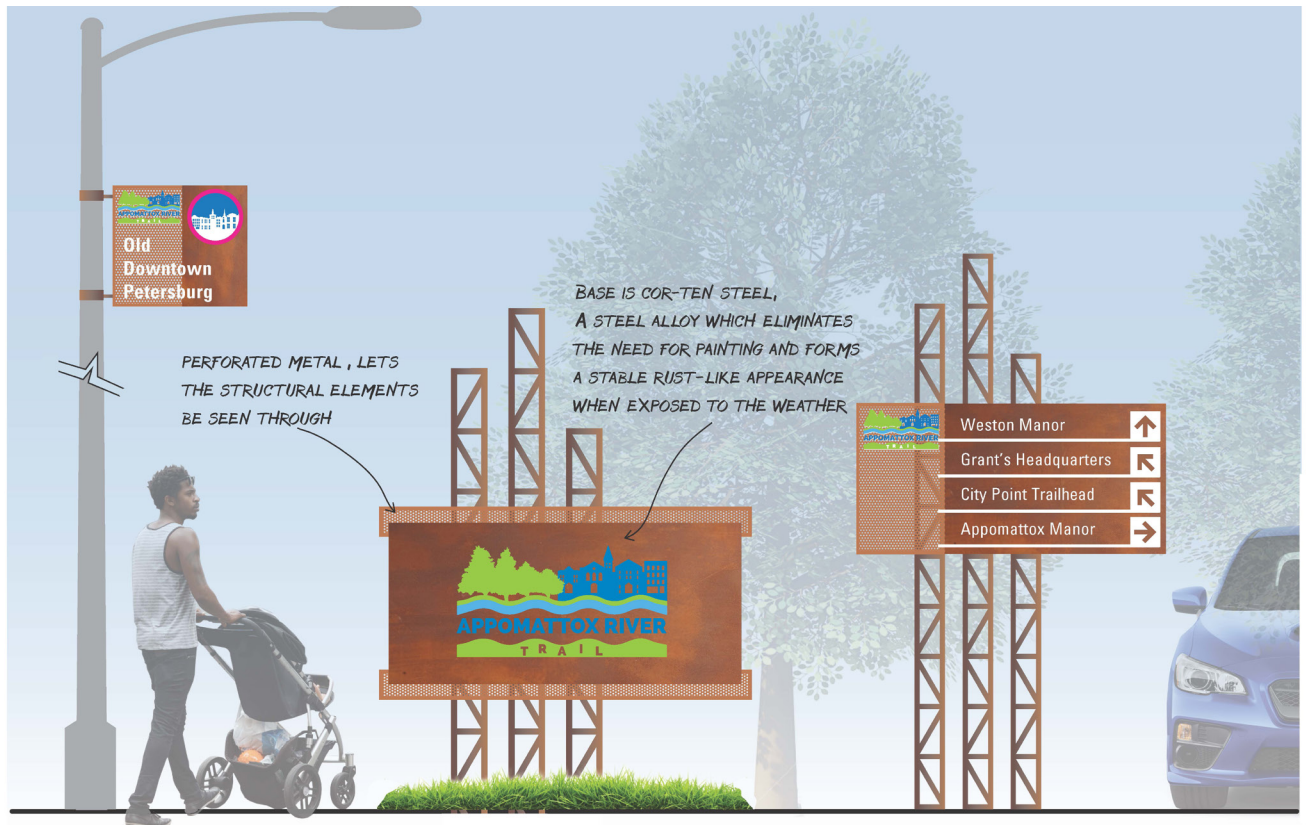
Client: **City of Richmond**  
 Project: **Pedestrian and Parking Signs, Mapping**  
 Location: **Richmond, VA**

AB Design was engaged to develop the contents and maps for the pedestrian and parking signs of this project.



# SAMPLES OF WORK

Proposed design that might be used for the City of Golden, CO, branding effort.

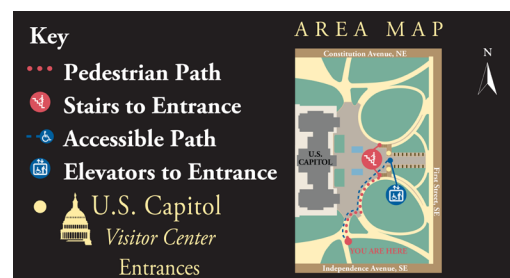


# SAMPLES OF WORK

Client: **Architect of the Capitol**  
Project: **Capitol Visitor Center Wayfinding**  
Location: **Washington, DC**

The Capitol Visitor Center is located underground. Visitors have a difficult time finding this counter intuitive location for the entrance.

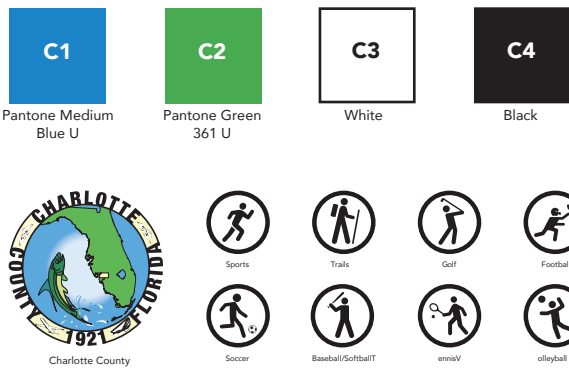
AB Design designed the layout for the wayfinding and interpretive panels located throughout the Capitol grounds that take visitors from the west lawn to the east lawn, where the visitor center is located.



# SAMPLES OF WORK

Client: **Charlotte County Parks**  
 Project: **Wayfinding Master Plan**  
 Location: **Florida**

As part of Charlotte's County's Comprehensive Park Wayfinding Initiative, AB Designed was commissioned with the development of a Master Plan for Wayfinding for all county parks and the implementation of that plan to two parks: Franz Ross and Centennial parks. A color scheme was developed and a set of symbols selected to apply on all county park's signage.



Sign Type D1  
Vehicular



Sign Type P1  
Pedestrian

Sign Type P2  
Pedestrian

Sign Type ID1  
Freestanding

Sign Type ID2  
Picnic Pavilion

Sign Type F5  
Sports Court

# SAMPLES OF WORK

Client: **The City of Irvington**  
Project: **Wayfinding Master Plan**  
Location: **Irvington, NY**

The Village of Irvington was looking for a Signage Master Plan to include welcome signage, directional signage, informational signage and wayfinding signage that will highlight the historic, cultural and scenic aspects of this historic village located on the Hudson River. Other goals included strengthening community identity and sense of place and improving both the local and visitor's experience.

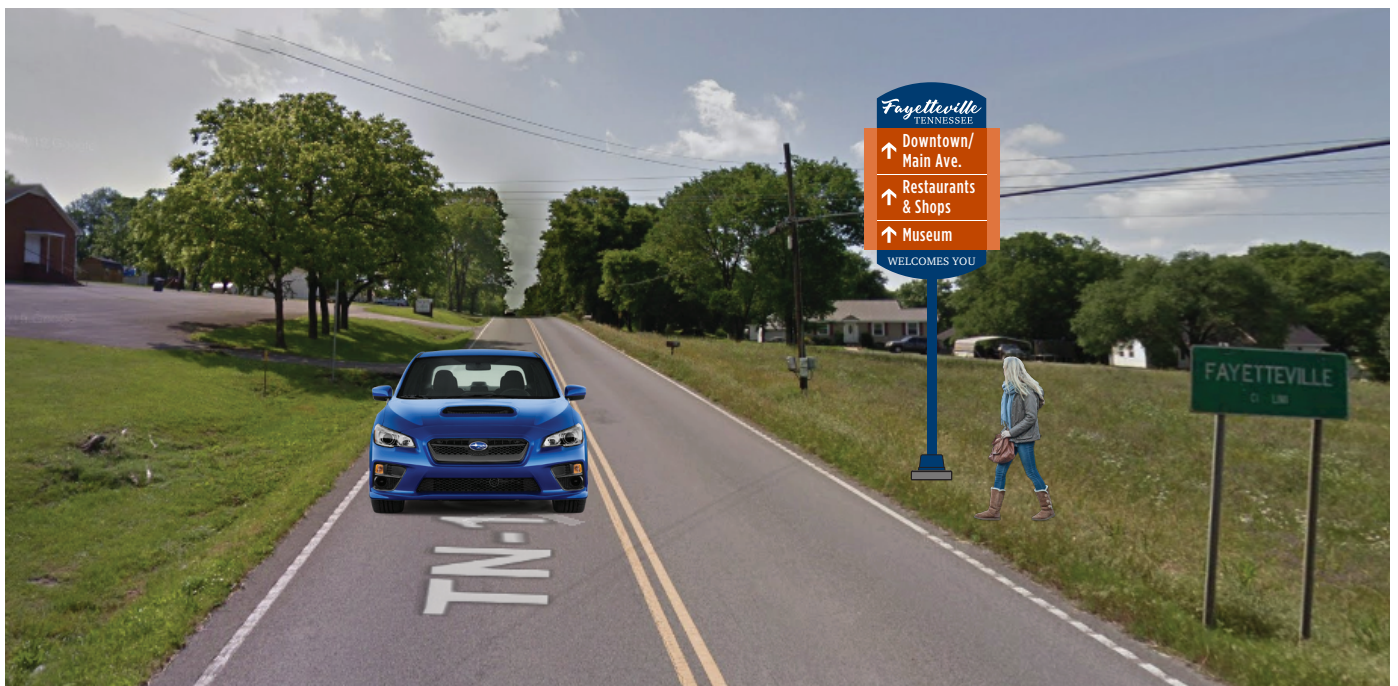
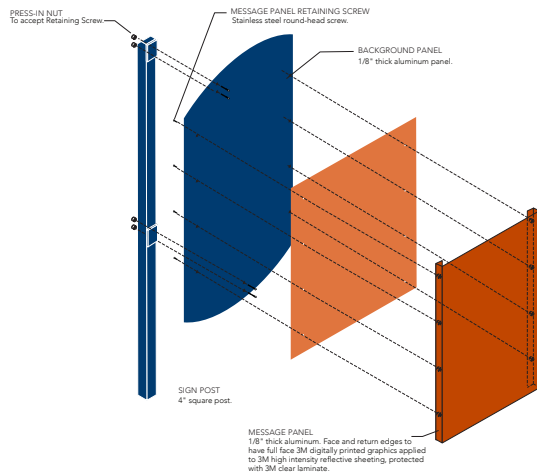


# SAMPLES OF WORK

Client: **City of Fayetteville**  
 Project: **Directional Wayfinding**  
 Location: **Fayetteville, TN**

The City of Fayetteville is within an area that has many touristic attractions and in the crossroads but it had no signs inviting passersby visitors to stop at the main street and enjoy this picturesque city's amenities.

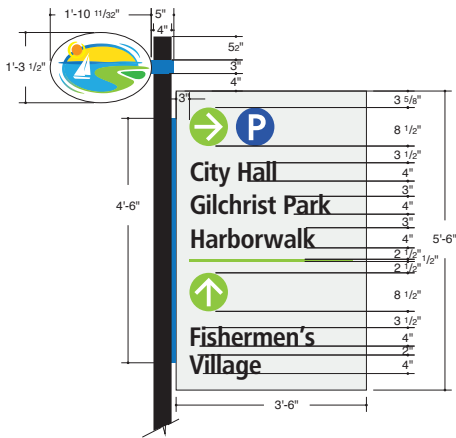
AB Design designed directional signage for the main entry points to the city to provide information to visitors. We incorporated the logotype into the wayfinding design.



# SAMPLES OF WORK

Client: **City of Punta Gorda**  
 Project: **Updating of Vehicular Wayfinding and Signage Manual**  
 Location: **Punta Gorda, FL**

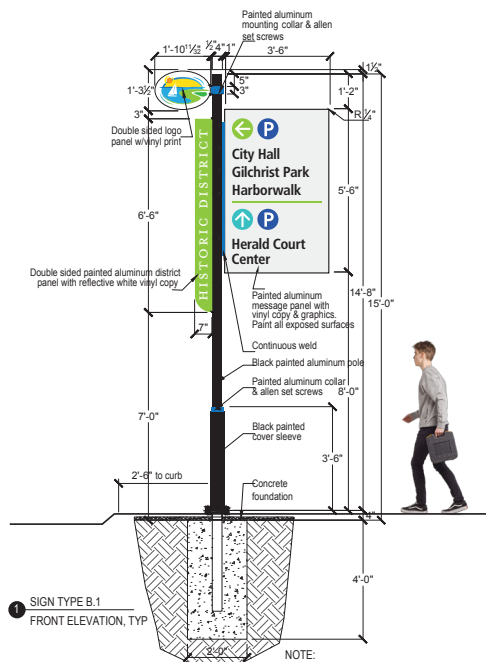
A comprehensive survey was conducted along to document existing signs. The new city logo was included in the redesign and all the destination information was updated.



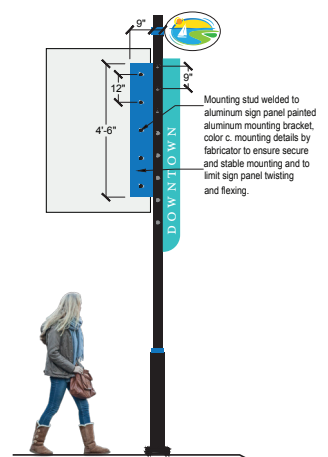
1 SIGN TYPE B.1  
FRONT ELEVATION DETAIL, TYP



2 SIGN TYPE B.1  
REAR ELEVATION DETAIL, TYP



1 SIGN TYPE B.1  
FRONT ELEVATION, TYP



2 SIGN TYPE B.1  
REAR ELEVATION, TYP

SCALE: 1/4" = 1'-0"

## Design Considerations

Our goal will be to establish an environment that is easy for users to navigate and conducive to making accessible to the public the Fall Line Trail's natural and cultural resources.

AB Design will work closely with the Fall Line Trail's Wayfinding Project Manager and Steering Committee to provide a comprehensive wayfinding system that promotes economic development and tourism growth, preserves the natural quality of the area, promotes outdoor life, exercise and well being and directs first time visitors throughout the urban and natural scenic interconnected areas. This system will concentrate on clarifying accessibility to parking areas and to pedestrians/biking paths while providing information that supports and coordinates the Fall Line Trail' signage with the regional goals.

The final package will accomplish many objectives:

- Create a master plan with recommendations for implementation of vehicular, bike and pedestrian wayfinding and signage for all the existing and proposed paths to promote recognition of the region and foster usage of the area.
- Insure that all segments of the Fall Line Trail are consistently identified and are accessible to the public.
- Allow visitors to find their way through the Fall Line Trail.
- Provide orientation to recreational resources and services that support the recreation activities (hiking, biking, fishing, boating, paddling, art and cultural events, etc.)
- Safely and efficiently guide users through the Fall Line Trail.
- Incorporate flexibility for technological change and growth.
- Enhance the aesthetic aspect of the area by integrating the wayfinding elements with the architecture and the natural landscape, river, parks, and other points of interest by utilizing vernacular materials while coordinating with the existing local wayfinding styles.
- Highlight the multiple resources of the area and it's value for the local users as well as a touristic destination.

Signs will be designed to ensure a sensitive placement that respects and enhances the natural environment. Elements that reflect the nature friendly characteristics of the area will be incorporated into the signage to achieve a totally integrated image. This image will be intended to imprint on the user a unique vision of the Fall Line Trail that will make the visit a memorable experience. All elements will use environmentally friendly, "green" materials as much as possible.

We had tremendous success in promoting usage of trails with an innovative solution that encompasses including three types of information in the signs: distance to major landmarks, walking time and biking time. This information clarifies expectations, reassures a pleasant experience, promotes exercise which, in turn, enhances well being.

## Wayfinding Elements

An effective wayfinding system functions by directing, informing and regulating visitor movement throughout the area. In order to successfully meet these communication requirements, we use a broad base of technical knowledge and an understanding of graphics theory and how it relates to human response. We emphasize design solutions which are aesthetically pleasing, functional and flexible.

Our goal is to establish, with the help of signage, an environment that is easy to navigate. We will develop a system to aid wayfinding for the first-time visitor. We will keep in mind current conditions but focus on flexibility and future developments. We may incorporate a color-code and symbol development in the design to enhance functionality. We will present design options that vary in size, color, layout, font and concept.

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## Placement Guidelines

The placement of signs will be based on functional virtues while following the recommendations of the latest local and state regulations as well as the municipal and county regulations. Signs will be designed to ensure maximum cost-effective flexibility of message content in order to respond to the need for changes in the environment and usage over time.

## End User Input

We may conduct town meetings in which the public will be able to see the proposed wayfinding strategies, the proposed improvements and different layout options for the proposed signs and wayfinding elements. The information will be conveyed through drawings, maps and presentations. The end users will be able to write comments and we will be available to respond to questions. We have conducted these types of meetings with over seventy stakeholders and they prove to be very effective tools to move the design process forward while obtaining a “buy-in” from stockholders that understand that their participation is important.

## Project Goals

The main objective will be to create a “user friendly” environment along the region in which the user will find ease of navigation to be able to experience the natural beauty of the area while highlighting the multiple opportunities for users to explore their connections with culture and nature.

We will:

- Conduct virtual town meetings to ascertain stakeholders vision and collect their input to include in the design process.
- Evaluate the best options for marketing the Fall Line Trail brand through signage.
- Develop a comprehensive signage/wayfinding package which complements and enhances the image of the Fall Line Trail, and respects the architecture and the natural landscape.
- Develop a strong identity and a cohesive image to make the visitor understand that the Fall Line Trail landmarks, through the towns, parks, trails all belong to the same Fall Line Trail system.
- Provide a clear understanding of what attractions are available, where they are located and what is the driving or walking distance and the walking and biking time.
- Promote the use of symbols and color coding to visually convey quickly and effectively the location of the important viewsheds, trailheads and nodes (parking and activity areas) in the maps and signs.
- Propose a design that will be memorable and will highlight the experience for inter-generational families.
- Provide information about biking and hiking distances to promote usage and encourage the growth of businesses, to attain economic development and population retention achieved by enhancing the health and spirit of residents and guests by creating a system that connects people to the cultural and natural world.
- Integrate the wayfinding system with the technology advances and make recommendations for future integration of the static signage with technology for mobile handheld apps that couple intuitive and sophisticated user experiences with trend-setting technology and web platforms.
- Provide clear and easy to follow recommendations for the update and maintenance of the signage, wayfinding system and kiosks.
- Develop standards that unify sign sizes, typefaces and graphics with emphasis on flexibility of materials and colors that promote a sustainable system.
- Design flexible, durable, vandal-resistant and easily maintained components.

The system will concentrate on clarifying accessibility and exit paths, supporting usage while highlighting the value of the Fall Line Trail and its positive impact on the economic and tourism areas.

## Phase 1 Signage Design

AB Design will:

- Conduct kick-off meeting to define project priorities, goals/objectives and verify time line for the project.
- Perform a visual survey of the Fall Line Trail.
- Conduct photographic survey of the site. (Trip 1. To include 2 items above)
- Collect data and gather necessary information including digital site plans and digital files for logotypes/seals and graphic elements to be considered in the branding and wayfinding.
- Collect information about zoning, road system and parking zones.
- Determine code restrictions including state, county, local, and MUTCD sign regulations that may apply to the intended signage.

## Phase 2 Preliminary Placement Plan

AB Design will:

- Identify primary and secondary destinations.
- Discuss with Client intended location of signs and content (destination nomenclature).
- Develop proposed strategy for wayfinding and preliminary destination list to include localities, parks, existing overlapping trails, and Trolley Lines.
- Develop a preliminary sign location plan including strategic locations of all system components.
- Provide different trail scenarios for connections, intersections or spurs.
- Develop preliminary design for the recommended wayfinding components and. The proposed design will unify style, colors, materials, symbols and structural components of the system.
- Prepare schematic drawings, 3d renderings, photomontages, presentation slides, etc., including alternatives to convey design concepts for presentation to the Client. (3 design options).
- Review preliminary placement plan with stakeholders.

## Phase 3 Detailed Placement and Sign Content Design

Based on review comments to the proposed preliminary and the selection of 1 of the 3 options, AB Design will:

- Determine the final signtypes, layout, size and location of all system components, including materials, finishes, colors, graphics, type faces, logotypes, fabrication and installation details.
- Produce final design intent drawings for all signs, final sign elevations and fabrication details.
- Develop a final sign location plan including strategic locations of all system components.
- Review Phase 3 with the Client.

## Phase 4 Fabrication Plan

Based on feedback from the previous phase, AB Design will:

- Submit construction drawings and specifications for fabrication and installation for approval.
- Submit final approved specification drawings.
- Prepare a complete set of reproducible documents to enable the Client to solicit bids for fabrication and installation of all components.
- Coordinate proposed schedule for production and installation.
- Assist in answering questions during production phase.
- Review /check all material samples and review shop drawings during the manufacturing phase to insure quality control.
- Prepare additional drawings and documents as required.
- Track production schedule and coordinate the schedules for installation of the signs.
- Respond to installer's questions to address concerns during the installation.
- Conduct substantial completion walk through on-site to ensure that all items on each phase have been addressed.
- Coordinate the completion of as-built documents and delivery to Client.

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## Phase 5 Final Report

AB Design will:

- Develop a Final Report showing the wayfinding program and criteria for signtypes for current and future Fall Line Trail expansion/change.
- The Report will include all wayfinding and signage components including on-street and off-street signs.
- Develop a how to use the Guidelines section.
- Show the process flow chart for signing a regional trail, park or path going through urban areas.

## Deliverables

We will develop a Report showing the wayfinding program and criteria for signtype application for all areas of the Fall Line Trail. The manual will include all wayfinding and signage components.

The Report will be provided in an accessible format that can be viewed electronically or printed. The Final Report will also include an Executive Summary of the Study that will focus on key findings and recommendations, descriptions of each signtype and explanation of its use. Digital files will be provided for reproduction. Specification drawings will be developed in Adobe Illustrator with CAD Tools, message schedules will be developed in Microsoft Excel, and sign location plans will be developed in SignAgent. All files can be converted and delivered as PDF format for ease of exchange.

The Final Report document will be delivered by August 31, 2023 to the CVTA Project Manager.

In addition to the Deliverables required to be submitted during the course of the Study, we will provide all presentation materials used during the project.

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We will design and develop the following sign types:

## Gateway Signs

These signs will provide identification of the vehicular “entrances” to the Fall Line Trail while clearly identifying the Fall Line Trail identity.

## Directional Signs

Directional signage will be designed as necessary to assist vehicles, pedestrians and cyclists to identify and locate parking and destinations. Vehicular directional signs will be used to guide vehicular traffic within the area to available parking areas at trailheads, accesses to park and cultural venues and intermediate points. Signs will include the Fall Line Trail identity and may provide distance information where appropriate.

Pedestrian directional signs will aid hiking visitors to locate the different areas within the Fall Line Trail along the trails and roads that connect all the areas of the 43-mile trail through the seven counties that the region encompasses. These signs may provide average walking and biking time information where appropriate and/or distance to encourage users to utilize the trails or bike roads. The signs will address the beginning and end points of the bike lanes located in the Brook Rd. area in Richmond as well as in the Northern Jefferson Davis Special Area Plan in Chesterfield.

Key orientation signs will incorporate the Fall Line Trail identity and may be two-sided or four-sided, according to hierarchy and location. These signs may also be inclusive of “you are here” maps.

Secondary orientation signs can be one-sided or two-sided signs that will display directional information.

Both vehicular and pedestrian directional signs will also identify intersections and access to the major regional trails such as the Virginia Capital Trail and Appomattox River Trail as well as river crossings for the Chickahominy, James, and Appomattox rivers. They will include directions to the colleges and universities located along the trail and to the parks and transit connections.

## Identification Signs

These freestanding signs will provide identification for the picnic areas, outlook points, and natural areas as well as relevant buildings such as colleges/universities (Randolph Macon, Virginia Union, Virginia Commonwealth, Virginia State), parks (Bryan Park, Battery Park, Abner Clay Park, James River Park System, Charlie Syndor Playground, Falling Creek Trail, Bensley Park, Goynes Park, Ettrick Park) and other relevant buildings that are part of the region and will define and enhance user recognition of the area.

## Parking Identification

These identification signs will indicate available parking areas and provide appropriate information for the accessible parking spaces.

## Banners

Permanent, durable banners may be used for ornamental and wayfinding purposes. We typically include the design of up to three layouts.

## Information Signs

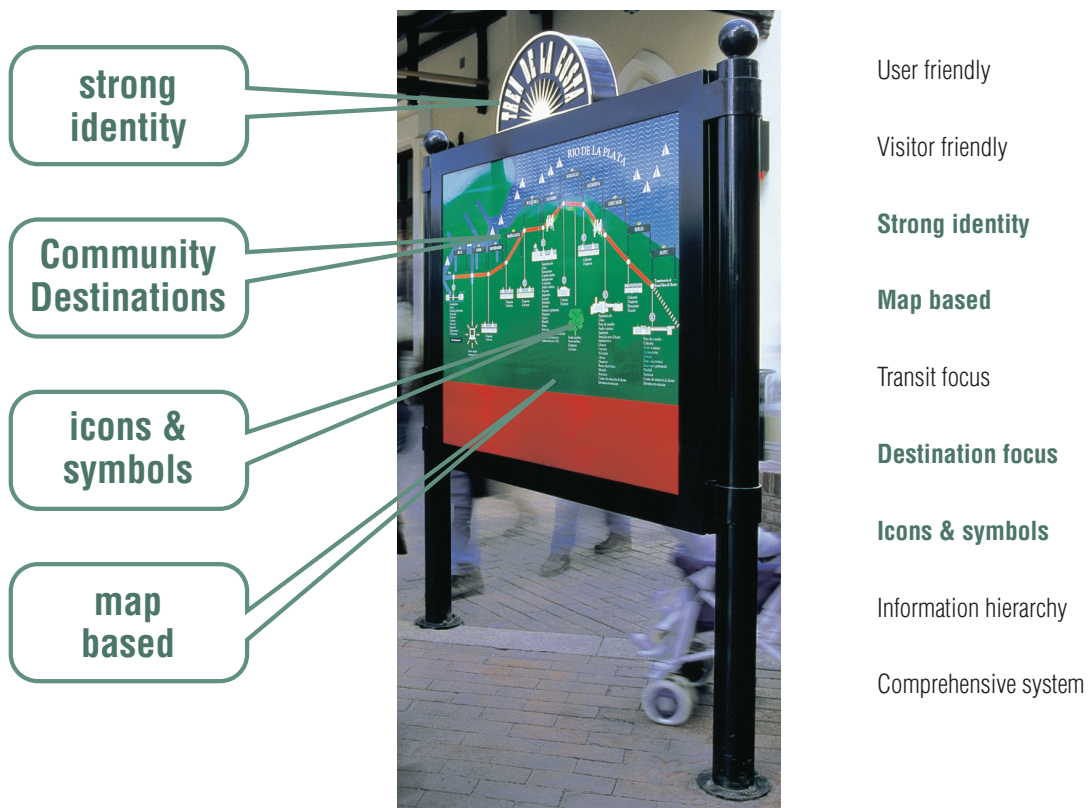
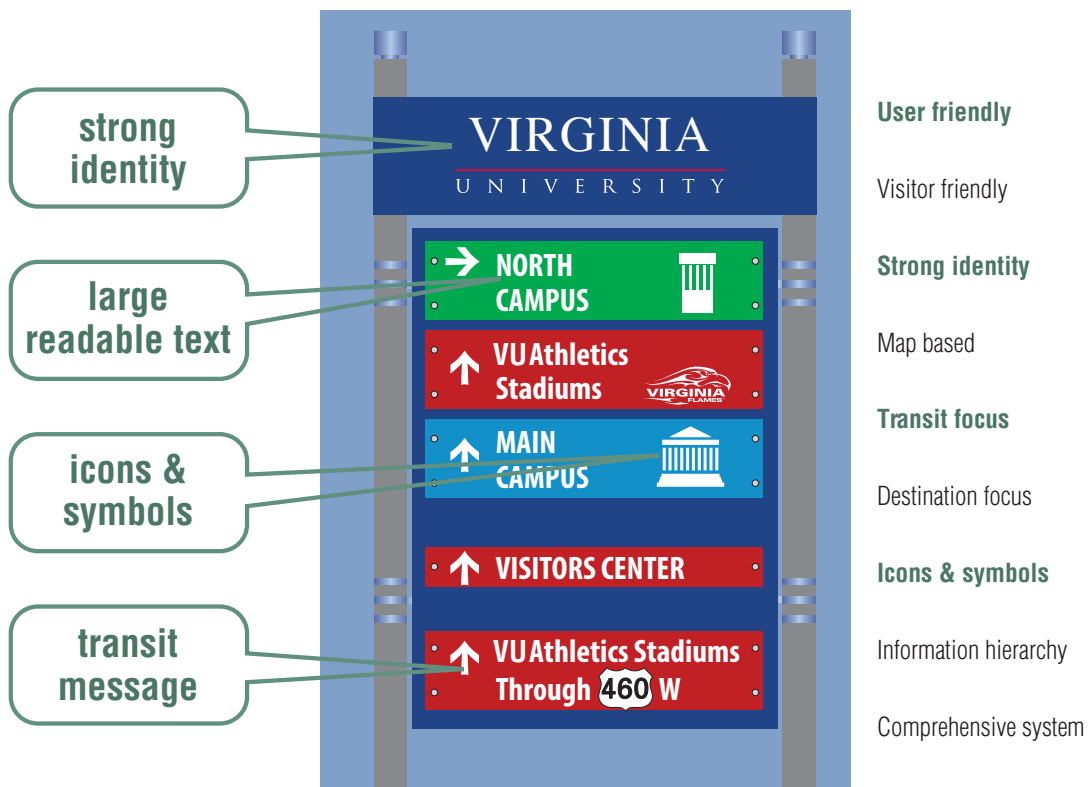
These signs will outline important information to provide visitors with necessary guidelines regarding policies, procedures and regulations (e.g. restrain pet on a leash when others approach).

## Colors and/or Symbols

Colors may be used and coded to identify the Fall Line Trail's distinctive areas. The color scheme will be developed to complement the natural landscape. Symbols may be developed for specific destinations and nodes. The applications of symbols will be carefully studied to take into account the relationship between the symbol size, the scale and the viewing distance.

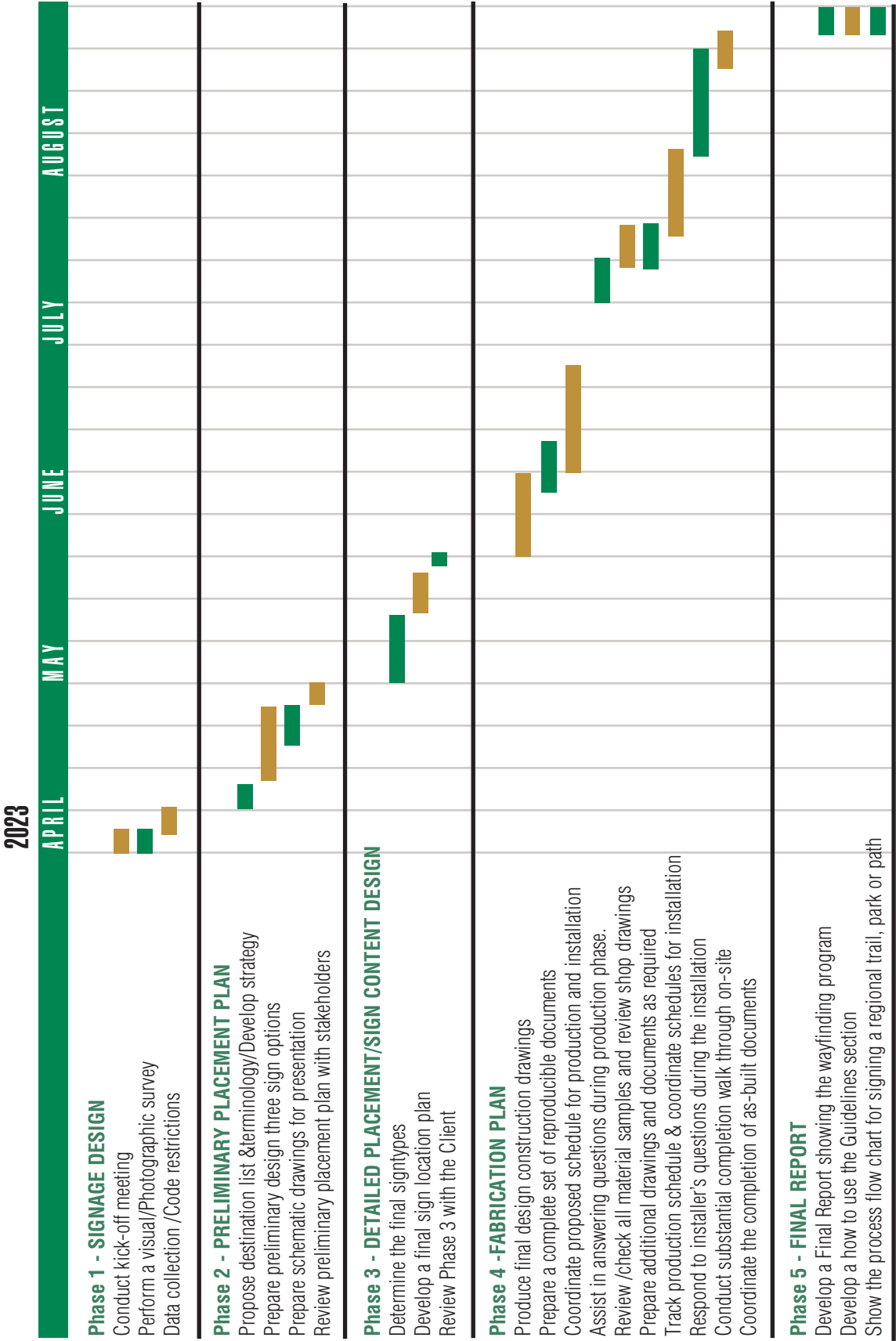
## Best Practices

Signs will be designed to be visitor friendly, promote a strong identity, some to be map based, have a destination focus, use icons & symbols, display an information hierarchy and be part of a comprehensive system.



# Fall Line Trail Wayfinding Project

Virginia



## The Village of Irvington

Project: Wayfinding Master Plan  
Location: Irvington, NY  
Contact: Larry Shopfer, City Administrator  
914-591-4358 [Ischopfer@irvingtonny.gov](mailto:Ischopfer@irvingtonny.gov)  
85 Main St. Irvington, NY  
Development of a wayfinding master plan for this village located on the Hudson River.

## Appomattox River Trail

Client: Friends of the Lower Appomattox River  
Project: Water/Land Trail Branding & Wayfinding  
Location: Petersburg, Hopewell, Colonial Heights, Dinwiddie County, Prince George County and Chesterfield County, VA  
Contact: Wendy Austin, Previous Executive Director  
804-543-0325 804-861-1666 [austinwam@gmail.com](mailto:austinwam@gmail.com) [GetInvolved@FOLAR-VA.org](mailto:GetInvolved@FOLAR-VA.org)  
Heather Barrar, Current Executive Director [hbarrar@folar-va.org](mailto:hbarrar@folar-va.org)  
P.O. Box 1808 Petersburg, VA 23805  
Development of wayfinding plan for a 23-mile trail parallel to the Appomattox River.

## The City of Richmond

Project: Pedestrian Wayfinding and Parking Areas Identification  
Location: Richmond, VA  
Contact: Yessenia Revilla, Planner II, Planning & Development Review (PDR)  
804-646-3409 [Yessenia.Revilla@richmondgov.com](mailto:Yessenia.Revilla@richmondgov.com)  
900 E. Broad Street, Room 511 Richmond, VA 23219  
Development of wayfinding strategy and sign layouts for pedestrian and parking signs throughout the city.

AB Design will provide consulting services in accordance with the Phases described in this proposal, and predicated upon a fee as shown below including all deliverables outlined below.

Phase 1 – Signage design	\$ 2,370
Phase 2 – Preliminary placement plan	\$ 16,245
Phase 3 – Detailed placement and sign content design	\$ 14,385
Phase 4 – Fabrication plan	\$ 30,140
Phase 5 – Final Report	\$ 1,750

**TOTAL \$ 64,890**

(Spreadsheet for detailed calculation information available upon request)

## Meetings / Site Visits

This fee includes up to three design options and one major revisions. For additional revisions to the design and message schedules, a fee shall be charged at the hourly rate of \$165.00.

The fee for basic services includes trips as follows:

- 1 - Kick-off meeting combined with partial visual and photographic survey.
- 2 - Preliminary placement plan review
- 3 - Detailed placement and sign content design Review
- 4 - Fabrication plan on site review
- 5 - Mark-up walkthrough prior to installation
- 6 - Oversee installation

Additional trips or surveys required beyond the scope will be billed at a \$165.00 hourly rate for work hours and half-time for travel plus associated reimbursable expenses.

## Deliverables

Our fee includes the delivery of a digital set of files of all documents throughout the project. All drawings delivered digitally will be in the software in which the package was created (for message schedule) and/or in PDF format.

## Expenses

Expenses may include postage/delivery charges, reproduction/copy charges, printing, mileage and meals. Expenses are not included in the fee.

## Additional Services

Additional services including redesign, additional revisions, custom photography or related services beyond the allotted time will be billed at a \$165.00 hourly rate for work hours. Other additional services will be billed according to Phase.

These are not included in the basic fee:

- Design of the interpretive panels and “You Are Here” maps for beyond the design of three base maps.
- Manufacturing of the signs.
- Engineering of foundations and signature by licenced professional. (Typically done by sign manufacturers)

## NOTE About Timeline

This proposal timeline is an estimate based on our interpretation of the scope of work and our experience with similar projects throughout the years. We are confident that our work can be finished on time but we can't guarantee manufacturing time frames. At a minimum six to eight weeks are required to fabricate signs but this depends on the amount of signs being installed and the availability of the selected fabricator.

# WHY CHOOSE US?

## Wayfinding and Signage Design Are Our Specialty

AB Design has spent over twenty five years developing successful wayfinding projects because we are always focused on the clients' needs first. At AB Design 100% of our business is devoted to the design of signage, and wayfinding projects. These include evaluation and diagnostic of existing systems, programming and design of upgraded and new systems.

## A Personalized Approach

AB Design has a customer-focused approach to every project. Gladys Brenner, President of AB Design will be the Project Manager/Lead Designer. She will be present for each design meeting to discuss and fully understand the clients' needs. The size of our firm gives our clients the advantage of being able to work with the firm's owner/President, who have a vested interest in the project's success. 80% of our projects come to us through referrals from our clients.

## Cost-Effective Solutions

Our prices are extremely competitive since our Richmond, VA location lets us have lower overhead than other companies.

Our firm's years of experience working in the field lets us accurately predict the number of hours involved in the development of each project. Our fees include hours needed to be used for multiple contingencies because we have learned that it is better to do that than to present an initial low price and have to charge for additional services or get change orders.

## Understands the Audience

We have developed and executed wayfinding, interpretive and signage systems for a wide variety of clients. We worked with federal, state and local partnerships for public agencies, mass transportation systems, retail zones, medical facilities, college and university campuses, museums, and large corporations. We understand community participation and budgetary constraints necessary to make these projects successful.

## Multi-disciplinary Experience

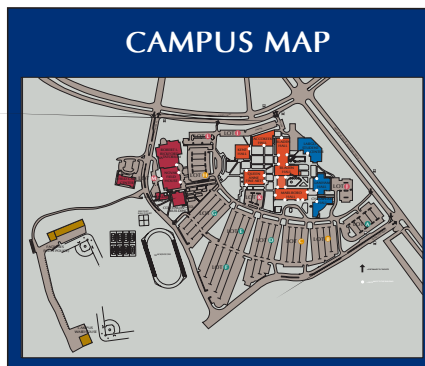
Our designers have extensive expertise in a variety of design fields. They have worked on sign programs, branding, exhibits, and advertising materials as well as architectural and interior design. Solutions in different fields offers inspiration & technological insight for the design of wayfinding systems.

## Experience Integrating Hi-Tech Systems into the Wayfinding

We worked in different projects with interactive product developers who work developing, implementing and servicing digital signage systems with a competency in interactive information and wayfinding systems and non-interactive multi media displays used for messaging, advertising and promoting events. We can coordinate our work with these interactive systems to integrate them in the wayfinding, if required.

## Project Management

Most importantly, we provide project management to oversee and coordinate all phases of a project. Thorough project management ensures that all project phases are completed on time and on budget.



furnish the Authority the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

**VIII. AWARD:** The CVTA shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Negotiations shall be conducted if necessary.

**IX. PRICING SCHEDULE**

The total cost estimate and not-to-exceed amount for the work described in the scope of work are required.

Each fixed fee amount provided shall include reimbursable expenses that may be incurred, excluding travel related expenses (e.g., travel, meals, lodging). Travel related expenses should comply with GSA per diem rates which are utilized by the Authority (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

**XI. ADDENDA**

Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. Most addenda are downloadable from <https://planrva.org/home/about-the-commission/purchasing-and-bids/>. Each offeror is responsible for obtaining all addenda posted at the website or by calling (804) 323-2033. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

## ATTACHMENT B

Virginia State Corporation Commission (SCC) Registration Information  
(Complete and return with proposal submission)

**The offeror shall check one of the following. The offeror is:**

☒ a corporation or other business entity with the following SCC identification number: 04792933 **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

**Attachment C  
Proposer Information Form**

**Complete Legal Name of Firm:** AB Design, Inc.  
**Address:** 10005 Stonemill Rd. Richmond, VA 23233  
**Federal Tax ID Number:** 54-1836839

My signature below certifies that:

- I agree to abide by all conditions of this Proposal and that I am authorized to sign this Proposal.
- The accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.
- The accompanying proposal is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no CVTA employee, CVTA employee's partner, or any member of the CVTA employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner, or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned as it shall be a part of your response.

**Signature of Authorized Representative:** \_\_\_\_\_

**Printed Name and Title:** Gladys Brenner, President

**Primary contact person for questions and concerns relative to this project (if different):** \_\_\_\_\_

**Phone:** (804)346-4771 #101 **Email:** gbrenner@abdesignonline.com

**Minority-Owned Business:** YES ☒ NO ☐

**In-Region Business:** YES ☒ NO ☐

**Women-Owned Business:** YES ☒ NO ☐

**Small Business:** YES ☒ NO ☐

**Service-Disabled Veteran-Owned Business:** YES ☐ NO ☒

## **CENTRAL VIRGINIA TRANSPORTATION AUTHORITY**

### **Financial Policies and Procedures**

*December 9, 2020*

*Revised February 10, 2021*

*Approved February 26, 2021*

*Revised April 12, 2023*

This policy document establishes policies and procedures for the financial management of the Central Virginia Transportation Authority (Authority). The objectives of these policies include:

- Achieve strong internal controls and adequate design over financial accounts and processes
- Proper review and approval of financial transactions
- Operational efficiency, standardization and compliance with accounting and reporting best practices

### **Roles and Responsibilities**

- I. **Authority.** The Authority is responsible for administering the Central Virginia Transportation Fund, established by § 33.2-3701 of the *Code of Virginia* ("Fund"), providing broad financial guidance and oversight of the Funds, to include approval of Fund distributions, budget parameters, annual program plans, and the annual budget.
- II. **Finance Committee.** The Finance Committee shall be responsible for advising the Authority on all financial matters and overseeing financial activities undertaken by professional staff, including:
  - A. Reviewing, commenting on, and recommending the annual revenue projections, budget, and any budget amendments.
  - B. Overseeing the Authority's financial policies (e.g. bond, investment, procurement) and making appropriate recommendations.
  - C. Monitoring contracts for services.
  - D. Monitoring expenditures for compliance with policies and guidance of the Authority.
  - E. Approving the audit work plan supporting the annual preparation of financial statements, including meeting with the auditor before the audit begins and when it has concluded.
  - F. Reviews all financial reports.
  - G. Reviews adherence with internal controls
  - H. Reviews and approves all non-budgeted expenditures within the Administrative and Operating Budget.
  - I. Assisting with other financial activities as may be directed by the Authority.
- III. **Chief Financial Staff** *(as identified by the Authority)*
  - A. Manage the Authority's finances on a day-to-day basis.
  - B. Execute the Authority-approved budget(s).
  - C. Develop financial mechanisms/procedures to ensure financial accountability and transparency.
  - D. Ensure that there are written procedures (financial operation policies) for the fiscal operation of the Authority.
  - E. Provide monthly/quarterly/annual management reports and financial

management reports.

F. Develops and prepares annual budget.

**IV. Fiscal Agent(s)**

A. Assist CVTA Chief Financial Staff, as needed.

B. Provide agreed upon supports described in the Fiscal Agent Agreement (s), which is incorporated by reference and attached hereto.

**Financial Management and Operations**

I. **Purpose.** This policy establishes general guidance for the financial management of the CVTA. The objectives of these policies include:

A. Establishing a framework for strong internal controls and processes.

B. Ensuring proper management, review, and approval of financial transactions.

C. Achieving operational efficiencies through standardization of practices.

II. **General Guidelines.** Financial planning and budgeting shall comply with the following guidelines:

A. Consistency with Authority policies, strategic plan, project plans, and expressed priorities.

B. Clarity with respect to any assumptions used in budget development.

C. Manage cash flow of tax revenues appropriated by the Commonwealth of Virginia.

D. Allocating funds consistent with the Code of Virginia and CVTA bylaws.

E. The CVTA administrative and operating budget funds are to be allocated from the Fund prior to allocations to Fund recipients, per § 33.2-3701(D) of the *Code of Virginia*.

F. Planning and budgeting process that provides for Authority approval of an annual budget by May 15<sup>th</sup>.

G. The financial condition of the Authority shall be reviewed by the Finance Committee on a quarterly basis and the Authority annually, or as necessary.

H. Annually, the Finance Committee and the Authority will review the annual audited Financial Statements.

I. Administrative and Operating Budget expenditures shall be consistent with the approved budget. The Chief Financial Staff may make minor operating budget adjustments (\$10,000 or less) between program areas at his/her discretion; however, major adjustments (>\$10,000) shall have the advance approval by the Finance Committee.

**III. Banking and Accounts**

A. The designated representative of the CVTA Fiscal Agent for banking services, upon authorization from the Authority, and with the assistance of the CVTA Administrator, opens and closes all bank and other financial accounts.

B. The Finance Committee will review expenditures from all accounts. Transfers among funds and local distributions according to the Virginia Code may be made administratively according to the procedures for disbursements within that fiscal agent's policies. A designated representative(s) of the Fiscal Agent for cash management may be authorized to sign checks and make disbursements from the administrative and operating bank account based on

properly approved documentation authorizing the disbursement.

C. In all cases, expenditures must be consistent with the approved budget or a separate approval by the Authority. Additional procedures must be followed when making disbursements of regional project funds or GRTC funds, as further described herein.

D. No petty cash or other 'Cash on Hand' will be permitted.

#### IV. Advisory Services

The designated representative of the CVTA Fiscal Agent, in conjunction with the financial advisory firm as provided via the fiscal agent agreement for advisory services, will make necessary recommendations to the finance committee on a range of topics including but not limited to: investments, reserve levels, and the consideration of any future debt issuances.

#### V. Investments

A. **General.** This statement of investment policy establishes policies for the safeguarding and efficient management of Authority funds and for the purchase, sale, and custody of investment instruments. The goal is to minimize risk and to ensure the availability of cash to meet Authority expenditures, while generating revenue from the use of funds, which might otherwise remain idle.

**B. Objectives.**

1. The primary objectives of the Authority's investment activities, in priority order, are safety, liquidity, and yield.
2. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles. This objective shall take into account constraints as to acceptable risk, the characteristics of the Authority's cash flows, and the funding expectations of approved projects.
3. The Authority shall utilize a third-party investment service as provided by the fiscal agent for financial advisory services to accomplish objectives a and b, in conjunction with the Investment Agent, as provided for through the Fiscal Agent Agreement.
4. The Investment Agent, as provided for through the Fiscal Agent Agreement, shall, annually provide an investment strategy and plan to the Finance Committee.

#### VI. Annual Audit

The designated representative of the CVTA Fiscal Agent will, in conjunction with a certified 'Vendor', provide advice and consultation, review of financial records and work with the Auditor of Public Accounts (APA) or their selected vendor who performs the annual audit for the Authority.

A. **Audit Requirements.** The *Code of Virginia* § 30-140, requires that all authorities, boards and commissions having financial transactions in excess of \$25,000 shall file an audit report within 90 days after the close of the fiscal year

with the Auditor of Public Accounts.

1. The Code of Virginia § 33.2-3703 requires the Auditor of Public Accounts, or his legally authorized representatives, shall annually audit the financial accounts of the Authority, and the cost of such audit shall be borne by the Authority. The audit must be conducted in accordance with generally accepted auditing standards and Government Auditing Standards.
2. The Auditor of Public Accounts requires the CVTA's financial statements be prepared in accordance with the provisions of the Governmental Accounting Standards Board (GASB).
3. The *Code of Virginia* § 30-140, requires the CVTA to publish a summary statement of financial condition in a newspaper of general circulation based on its locality. The minimum statement should include total assets, liabilities, and fund balances; total revenues, expenditures, and other sources or uses; and, the resulting net change in fund balances.

#### **General Operating and Administrative Funds**

##### **I. General.**

- A. Administrative and Operating Funds shall be used to support the general operations of the Authority.

##### **II. Responsibilities.**

###### **A. CVTA Administrator.**

1. The Chief Financial Staff will be responsible for preparing and presenting the annual budget for the General Administrative and Operating account for review and recommendation for approval to the Authority by the Finance Committee.
2. Funding for the Administrative and Operating account shall come from the total of funds received in the first transfer for the fiscal year. Distributions described below pursuant to Virginia Code will be made following set aside for the administrative and operating budget.
  - a) All subsequent distributions for the fiscal year described below pursuant to the Virginia Code will be made from the total revenues transferred by the Commonwealth.
3. The CVTA Administrator will provide the Finance Committee with reports on expenditures incurred.

###### **B. CVTA Fiscal Agents, in coordination with the CVTA Administrator.**

1. The Lead staff of the Fiscal Agent for cash management services has primary responsibility to ensure Administrative and Operating Funds are properly safeguarded and managed.
2. The Lead staff of the Fiscal Agent for the audit services as review responsibility to ensure Administrative and Operating Funds are properly safeguarded and managed.
3. The CVTA Administrator has primary responsibility for reviewing requests for payments and submitting for approval when deemed appropriate. The Administrator is also responsible for maintaining records of all expenditures of the Fund.
4. The Lead staff of the Fiscal Agent for cash management services will manage the Authority's cash position to ensure availability of funds to

meet payment requests.

5. The CVTA Administrator will provide the Finance Committee with reports on expenditures.
6. The Lead staff of the Fiscal Agent for audit services will review all reports prior to submission to the Finance Committee and Authority.

#### **Local Distribution (50% Funds)**

##### **I. General.**

- A. The Authority, through the fiscal agent for banking services, will segregate funds received from the Commonwealth of Virginia after setting aside funds necessary to support the annual administrative and operating budget between 50% Local Distribution Funds, 15% GRTC Funds, and 35% Regional Revenue Funds as soon as practicable.
- B. The Authority, through the fiscal agent for banking services, will segregate and distribute Local Funds to jurisdictions based on the proportionate share of each jurisdiction's sales and gas tax each month.
- C. Localities will be required to certify and accept the transfer amounts before funds are disbursed and confirm receipt.
- D. Each jurisdiction shall deposit its Local Funds received from the CVTA into a separate, special fund.
- E. Local Funds must be spent in compliance with the Central Virginia Transportation Authority Act and the CVTA bylaws.
- F. Each jurisdiction is required to provide the Finance Committee a quarterly report on expenditures and must provide CVTA an annual report on expenditures by August 1 each year in the format required by the CVTA. If the annual report is not received by August 1, transfers of the current fiscal year will cease until the certification is submitted in good form.

#### **Regional Revenue (35% Funds)**

##### **I. General.**

##### **A. Regional Funds shall be used to:**

1. Fund ~~or and~~ maintain a Working Capital Reserve ~~in an amount determined by CVTA Finance Committee equal to at least 3 months of the budgeted, annual Regional CVTA Funds. If tapped, the Chief Financial Staff of the CVTA will develop a plan to restore the Working Capital Reserve to its minimum level over a period not to exceed 18 months. The Authority will revisit the level of this reserve no later than June 30, 2025, to reflect its actual cash flow patterns and expenditure reimbursements.~~
2. Fund cost of issuance and other debt-related fees and services, and debt service payments undertaken by the CVTA. ~~If CVTA decides to debt fund projects, the ratio of sales tax revenues portion of the annual Regional CVTA Funds to annual senior lien debt service will be a minimum of 2.0 times.~~

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3. To fund “pay-as-you-go” (Pay-Go) projects or studies approved by CVTA.

Each project financed by Regional Funds must meet the planning and scoring criteria established by CVTA and must be approved as a regional project through appropriate prioritizing procedures as recommended by the Technical Advisory Committee and approved by the Authority. The planning criteria must be based on an objective and quantifiable analysis that considers the benefits of projects relative to their cost.

- B. The Standard Project Agreement (SPA) incorporated within the Memorandum of Agreement Between the VDOT and the CVTA establishes the roles and responsibilities of each party for projects funded by Regional Revenue Funds.

## **II. Responsibilities**

### **A.CVTA Administrator.**

1. Written requests for supplemental project funding shall be submitted to the CVTA Administrator for review. The CVTA Administrator will present a recommendation to the Finance Committee for consideration. The Finance Committee may make a recommendation on any such request to the Authority for final determination.
2. The CVTA Administrator will advise the recipient in writing of questionable uses of any funding which comes to the Authority's attention. The CVTA Administrator will provide a report of the incident and make recommendations for resolution to the Finance Committee. The Finance Committee will forward the issue and possible resolution to the Authority. Additional funding may be withheld until final resolution of the matter.
3. The CVTA Administrator will provide the Finance Committee with quarterly reports on the status of funding for regional projects and will report the same to the Authority at least annually or as otherwise needed.

### **B.CVTA Fiscal Agents, in coordination with the CVTA Administrator.**

1. Fiscal Agent for cash management:
  - a) has primary responsibility to ensure Regional Revenue Funds are properly safeguarded and managed.
  - b) will manage the Authority's cash position to ensure availability of funds to meet programmed reimbursement requests.
2. Fiscal Agent for audit services
  - a) has review responsibility to ensure Regional Revenue Funds are properly safeguarded and managed.
  - b) will review all reports prior to submission to the Finance Committee and Authority
3. The CVTA Administrator
  - a) will manage the requisition process, as outlined in the Standard Project Agreement, for cash flow purposes to facilitate reimbursement to the recipient within 45 days of receiving a

- completed and approved requisition request.
- b) will provide the Finance Committee with at least quarterly reports on the status of funding for regional projects and will report the same to the Authority at least annually or as otherwise needed.

**C. Recipients.**

1. Each recipient is responsible to ensure work is performed in accordance with all applicable federal, state, and local laws and regulations, and the SPA.
2. A recipient must acknowledge that the Authority will not be responsible for operating or maintaining the project upon completion.
3. A recipient must comply with will federal and state requirements for other funding sources which may be used to fund the project and certify that it has adhered to all applicable laws and regulations, as well as the requirements of the agreement.

**D. Other**

1. All payments made from regional funds must be first approved or otherwise certified by the chair and vice-chair of the Finance Committee, or their designees, as well as the host locality for the project or VDOT, whomever is serving as project manager.

**GRTC Revenue (15% Funds)**

- I. The Authority will segregate and distribute GRTC funding according to the methodology described in the state code.
- II. No locality embraced by the Authority shall reduce its local funding for public transit by more than 50 percent of what it appropriated for public transit as of July 1, 2019. Starting in fiscal year 2023, the amount required to be provided by a locality pursuant to the Central Virginia Transportation Authority Act shall be adjusted annually based on the greater of (i) the change in the United States Average Consumer Price Index for all items, all urban consumers (CPI-U), as published by the Bureau of Labor Statistics for the U.S. Department of Labor for the previous year, or (ii) zero.
- III. GRTC will be required to certify and accept the transfer amounts before funds are disbursed and confirm receipt.
- IV. GRTC shall deposit the GRTC Revenue (15% Funds) into a separate, special fund.
- V. GRTC Revenue (15% Funds) must be applied to operating or capital needs as defined in GRTC's Regional Public Transportation Plan which is developed in conformance with the guidelines required by State Code §33.2-286 and as approved by the Authority per the Central Virginia Transportation Authority Act.
- VI. GRTC is required to provide the Finance Committee a quarterly report on expenditures by November 15, February 15, May 15, and August 15 and must provide CVTA an annual report on expenditures by December 1 each year sufficient documentation, as required by the Authority, showing that the revenues distributed to GRTC were applied in accordance with the Regional Public Transportation Plan. If the annual report is not received by December 1, and no extension is granted by the Authority, transfers of the current fiscal year

will cease until the certification is submitted in good form.