



Date of Council Meeting: January 13, 2015

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: Approving the Standard Agreement with the Northern Virginia Transportation Authority for Funding of the Route 15 Bypass at Edwards Ferry Road Interchange Project

Staff Contact: Renée M. LaFollette, P.E., Director, Office of Capital Projects
Calvin K. Grow, Transportation Engineer, Public Works
Jason Cournoyer, Senior Management Analyst, Finance

Council Action Requested: The adoption of a Resolution by Council is needed for the approval of the Northern Virginia Transportation Authority (NVTA) Standard Agreement between the Town of Leesburg and the NVTA.

Staff Recommendation: I recommend that the Town Council approve the Standard Agreement between the NVTA and the Town of Leesburg for the Route 15 Bypass at Edwards Ferry Road Interchange Project.

Commission Recommendation: Not applicable.

Fiscal Impact: The project award from the NVTA to the Town totals \$1,000,000 for Fiscal Year 2016. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses is submitted to NVTA.

Executive Summary: Executed Standard Project Agreements (SPA) must be submitted to NVTA in order to obtain NVTA 70 percent regional funds allocated to the Town. The initial allocation of funding will be used to perform the required Interchange Justification Report (IJR) as required by the Virginia Department of Transportation (VDOT). The IJR will allow the Town and VDOT to determine the “footprint” of the project and an estimated budget for design and construction. These estimates can then be used as justification for additional funding requests.

Background: In 2013, the General Assembly passed HB2313, creating a designated revenue source for funding transportation projects through the NVTA. Thirty percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula-based method. The remaining 70 percent funding is available for qualifying jurisdictions for regional transportation projects like the Edwards Ferry Road/Route 15 Bypass Interchange. The first year that NVTA allocated funding was for Fiscal Year 2014. The Town of Leesburg received \$1,000,000 of Fiscal Year 2014 monies; however, the required NVTA/VDOT agreement was not finalized until four months ago. Therefore, the expenditures will begin in Fiscal Year 2016 for this money. The design work on this interchange will be administered by VDOT under a separate agreement with the Town.

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Both the 30 percent local and 70 percent regional funds are available for distribution. The NVTA Project Implementation Working Group (PIWG) solicited applications from Jurisdictions for the regional funds in May 2013. The NVTA PIWG created a two tier project selection process. The first tier determined project eligibility if the project is included in the Regional Constrained Long Range Plan or the NVTA's TransAction 2040 Plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness and the leveraging of non-NVTA funding. On June 20, 2013, the NVTA held a regional public information meeting for all projects proposed for funding distribution.

After completing the analyses and the public input process, NVTA awarded \$1,000,000 to the Route 15 Bypass/ Edwards Ferry Road interchange project to be used for the initial interchange design.

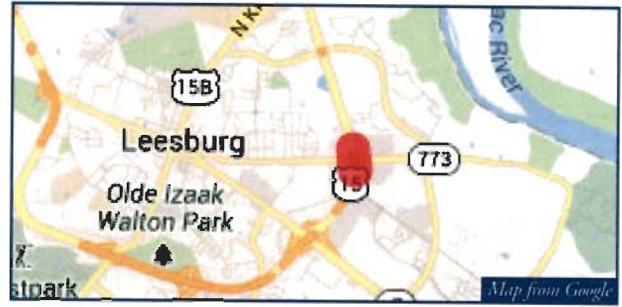
Attachments: (1) Project Description Form
(2) Standard NVTA Agreement



Project Description Form — 1B

Basic Project Information

- 1. **Submitting Agency:**
Town of Leesburg
- 2. **Project Title:** New grade-separated interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass.
- 3. **Project Type:**
 Roadway Multimodal Transit
- 4. **Project Description/Scope:** The project consists of development of a new grade-separated interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass. The existing signalized at-grade intersection at this location is heavily congested. Route 15 serves as a major commuter route, and there are numerous large retail developments in the area that generate significant traffic volumes. Also, currently there is a large volume of pedestrian traffic, which crosses the bypass between the residential areas inside the bypass and the commercial development outside the bypass.
- 5. **Route (if applicable)/Corridor:**
Route 15 / Corridor 1
- 6. **Total Project Cost:** \$40,000,000
- 7. **Total Funds Required:** \$1,000,000 (FY 2014); up to \$39,000,000 in six year plan



- 8. **Phase/s of Project Covered by Funding:** Design \$5,000,000, Construction \$35,000,000
- 9. **Project Milestones (by phase, include all phases):**
 - Design Start: January 2014
 - Design Complete: June 2018
 - Construction Start: July 2021
 - Construction Complete: December 2024
- 10. **In TransAction 2040 plan?**
 Yes No
- 11. **In CLRP, TIP or Air Quality Neutral?**
Yes. CLRP, Yes TIP, ID# 2671
- 12. **Leverages Sources:**
 Local State Federal
 Other (please explain)

PROJECT ANALYSIS			
Tier I <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail	Tier III Congestion Reduction Relative to Cost:		
Tier II 6 out of 8 points	Plan <input checked="" type="checkbox"/> CLRP <input type="checkbox"/> TA2040 only	Rating <input checked="" type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Low	

Stated Benefits

- 1. What regional benefit/s does this project offer?** This project enhances regional traffic flow by eliminating an at-grade intersection which experiences significant congestion and vehicle delay. Route 15 is a critical north-south connector through the Town of Leesburg and surroundings areas
- 2. How does the project reduce congestion?** The project consists of development of a new grade-separated interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass. The existing signalized at-grade intersection at this location is heavily congested. Route 15 serves as a major commuter route, and there are numerous large retail developments in the area that generate significant traffic volumes. Also, currently there is a large volume of pedestrian traffic, which crosses the bypass between the residential areas inside the bypass and the commercial development outside the bypass.
- 3. How does the project increase capacity?** (*Mass transit projects only*) N/A.
- 4. How does the project improve auto and pedestrian safety?** The project will include infrastructure enhancements that separate pedestrian and vehicle traffic to provide safe connectivity to nearby businesses and residential land uses.
- 5. List internet address/link to any additional information or documentation in support of project benefits. (Optional)**
<http://maps.google.com/maps?q=Edwards+Ferry+Road+at+Route+15,+Leesburg,+VA&hl=en&ll=39.112847,-77.537684&spn=0.000033,0.019205&sl=37.71871,-122.193438&sspn=0.389984,0.614548&t=h&hnear=U.S.+15+%26+Edwards+Ferry+Rd+NE,+Leesburg,+Loudoun,+Virginia+20176&z=16&layer=c&cbll=39.112938,-77.537691&panoid=RNcXNcN21atQiDt1GtRsXA&cbp=12,0,,0,0>
- 6. Project Picture/Illustratives**
Intersection of Edwards ferry Road and Route and Route 15 Leesburg ByPass



Source: Google Maps



Source: Google Maps

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Town of Leesburg**

(Recipient Entity)

NVTA Project Number: Corridor 1-1B

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

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

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

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

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

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by _____ Town of Leesburg _____ to finance the Project;

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

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

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

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

A. Recipient Entity's Obligations

Town of Leesburg shall:

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

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

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

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

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

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

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

B. NVTA's Obligations

NVTA shall:

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

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

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Town of Leesburg for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

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

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

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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

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

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

F. Appropriations Requirements

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

G. Notices

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

- 1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to Town of Leesburg, to the attention of Town Manager
25 West Market Street
Leesburg, VA 20176 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

By: _____

Date: _____

_____ Town of Leesburg _____ (Name of Recipient Entity)

By: _____

Date: _____

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 15 Bypass /Edwards Ferry Road Interchange
 Recipient Entity: _____
 Project Contact Information: _____

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 950,000.00	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work	\$ 50,000.00					
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed								
Design Work			550,000.00		\$ 400,000.00					
Engineering	-									
Environmental Work			50,000.00							
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 600,000.00	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed								
July			\$ 50,000.00		\$ 66,667.00					
August			\$ 50,000.00		\$ 66,667.00					
September			\$ 50,000.00		\$ 66,667.00					
October			\$ 50,000.00		\$ 66,667.00					
November			\$ 50,000.00		\$ 66,667.00					
December			\$ 50,000.00		\$ 66,665.00					
January			\$ 50,000.00							
February			\$ 50,000.00							
March			\$ 50,000.00							
April			\$ 50,000.00							
May			\$ 50,000.00							
June			\$ 50,000.00							
Total per Fiscal Year	\$ -	\$ -	\$ 600,000.00	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

Northern Virginia Transportation Authority

Signature _____

Signature _____

Title
Town Manager _____

NVTA Executive Director _____

Title _____

Date _____

Date _____

Print name of person signing _____

Print name of person signing _____

PRESENTED: January 13, 2015

RESOLUTION NO. 2015-

ADOPTED: January 13, 2015

A RESOLUTION: APPROVING THE STANDARD AGREEMENT WITH THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR FUNDING OF THE ROUTE 15 BYPASS AT EDWARDS FERRY ROAD INTERCHANGE PROJECT

WHEREAS, the Town of Leesburg was awarded \$1,000,000 from the Northern Virginia Transportation Authority (NVTa) through 70 percent regional funds for the design of the Route 15 Bypass and Battlefield Parkway Interchange; and

WHEREAS, an administrative agreement between NVTa and the Town is required to receive the \$1,000,000.

THEREFORE, RESOLVED by the Council of the Town of Leesburg in Virginia as follows:

The Town Manager is authorized to execute the attached Standard Project Agreement for the Route 15 Bypass/Edwards Ferry Road Interchange Project in a form acceptable to the Town Attorney.

PASSED this 13th day of January, 2015.

Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council