

**Standard Project Agreement for the I-95/I-395 Project,**

**Annual Transit Investment Funding of Projects and Administration**

**Between the Northern Virginia Transportation Commission,  
the Potomac and Rappahannock Transportation Commission, and**

\_\_\_\_\_

Commission Project Number: \_\_\_\_\_

Commission Project Name: \_\_\_\_\_

This Standard Project Agreement for the I-95/I-395 Project, Annual Transit Investment Funding of Projects and Administration (“Agreement”) is made and executed in duplicate on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Northern Virginia Transportation Commission (“NVTC”) on behalf of itself and the Potomac and Rappahannock Transportation Commission (“PRTC”), (collectively the “Commissions”) and \_\_\_\_\_ (“Recipient Entity”).

**WITNESSETH**

WHEREAS, NVTC and PRTC are political subdivisions of the Commonwealth of Virginia created in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and are authorized to enter into this Agreement by the provisions of §§ 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, on December 20, 2017, NVTC and PRTC entered into a Memorandum of Agreement regarding the annual transit investment (“ATI”) from the 395 HOT Lanes (“MOA”), with the Commonwealth Transportation Board (“CTB”), the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”), as such MOA may be amended from time to time, which MOA delegated to NVTC and PRTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities (“ATI-Funded Projects” as used in the MOA and, for purposes of this Agreement, “Projects”) in the stretch of Interstates 95 and 395 along which 95 Express Lanes, LLC (the “Concessionaire”) operates and maintains high-occupancy toll lanes (“HOT Lanes”), including Route 1, Virginia Railway Express, and other adjacent and nearby routes (the “Corridor”), which Projects are designed to attain the Improvement Goals defined in the MOA, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new,

diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the users of the Corridor toll paying users of the I-95/I-395 Project;

WHEREAS, the MOA provides for the transfer to and use by NVTC and PRTC of the ATI funds for the implementation of Projects selected by NVTC and PRTC and approved by the CTB, as well as operating costs related to Projects, and NVTC and PRTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, NVTC and PRTC have entered into an Agreement for Distribution and Allocation of I-395 ATI Funds dated January 28, 2019, under which NVTC shall serve on behalf of the Commissions as the recipient and administrator of all ATI funds disbursed to them, including administration of this Agreement on behalf of the Commissions;

WHEREAS, based on information provided by Recipient Entity in response to the Commissions' call for Projects, NVTC and PRTC have determined that the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.C.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of the ATI funds to fund such Project;

WHEREAS, the ATI funds described in Appendix B to be provided by NVTC on behalf of the Commissions have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC and PRTC agree that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, the parties have concurred in the Recipient Entity'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, PRTC has authorized NVTC to approve execution of Standard Project Agreements on behalf of the Commissions, providing for NVTC's distribution of ATI funds to individual Recipient Entities for Projects that have been approved by the Commissions and the CTB; and

WHEREAS, NVTC's governing body and Recipient Entity'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 resolution or 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**

Recipient Entity 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. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the ATI funds to the cost of the Project within two (2) fiscal years and to expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by the Commissions and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify the Commissions in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided by the Commissions for the Project unless otherwise approved by the Commissions, and the CTB as necessary, and set forth in an amendment to 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.
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, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the ATI funds specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with ATI funds. For transit, bikeshare and other operations projects

that generate fare revenues, the Recipient Entity shall deduct fare revenues received from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project, as approved, contains “multiple phases” (as such “multiple phases” are defined for the Project on Appendix A), for which NVTC will provide funding for such multiple phases (as set forth on Appendix B), NVTC may not provide ATI funds to Recipient Entity to advance the Project to the next phase until the current phase is completed. In any circumstance where Recipient Entity seeks to advance a Project to the next phase using ATI funds, Recipient Entity shall submit a written request to NVTC’s Executive Director explaining the need for NVTC’s funding of an advanced phase. NVTC’s Executive Director, in consultation with the PRTC Executive Director, will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTC’s current and projected cash flow position, and the NVTC and PRTC Executive Directors will make a recommendation to NVTC and PRTC whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds to advance a future phase of the Project and from requesting reimbursement from NVTC for having advance funded a future phase of the Project. However, Recipient Entity further recognizes that NVTC’s reimbursement to Recipient Entity for having advance funded a Project phase will be dependent upon NVTC’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 NVTC’s Executive Director will periodically update NVTC’s cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC 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 NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC’s standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC 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, include a manual signature of the individual authorized to submit the request, and be submitted electronically to [reimbursements@novatransit.org](mailto:reimbursements@novatransit.org). If approved by NVTC, Recipient Entity can expect to receive payment within twenty (20) business days upon receipt by NVTC. Approved payments will be

made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.

8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within the Commissions' sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that the Commissions will do so only in accordance with the Commissions' approved Project selection process and upon formal action and approval by NVTC and PRTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if the Commissions and the CTB approve funding of any additional Project costs for the Project under this Paragraph.
9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.
10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.
11. 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 Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.
12. 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 Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.
13. Reimburse the Commissions for all ATI funds (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.

14. Name the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by ATI funds to indemnify the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.
  
15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.

16. Give notice to NVTC that Recipient Entity may use ATI funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to the Commissions, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will either of the Commissions 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 Recipient Entity.
19. Acknowledge that if the Project is being funded in whole or in part by NVTC or PRTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.
20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.
21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain 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 Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to ATI funds and/or NVTC or PRTC Bond Proceeds, that Recipient Entity 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 acknowledge that neither NVTC nor PRTC will be a party or signatory to that agreement; nor will NVTC or PRTC have any obligation to comply with the requirements of that agreement.
23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward

milestones and/or statistics including such information as ridership and/or percent completion.

24. Assist the Commissions in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by the Commissions.
25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by the Commissions, in all publicly-available materials, documents, websites, etc.

**B. NVTC's Obligations**

NVTC shall:

1. Provide to Recipient Entity the funding authorized by the Commissions for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any fare revenue, 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.
2. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC'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 NVTC's assigned Program Coordinator all Recipient Entity'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 NVTC for the Project. After submission to NVTC, NVTC'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 sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to



authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity 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 NVTC have been corrected. Under no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

4. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review and consultation with PRTC's Executive Director, NVTC's and PRTC's Executive Directors will make a recommendation to the Commissions' Joint Working Group for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. The Commissions' Joint Working Group will thereafter make a recommendation on any such request to NVTC and PRTC for final determination by the Commissions, and approval by the CTB.
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 MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.
6. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any ATI funds in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and consult with the PRTC Executive Director, and thereafter the Commissions' Executive Directors will make a recommendation to the Commissions' Joint Working Group which will, in turn, make a recommendation to NVTC and PRTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC and PRTC make a final determination

that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and the Commissions will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. 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 Recipient Entity 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.

**C. Term**

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of ATI funds hereunder, with the exception of those provisions which, by their express terms, survive termination.
2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC or PRTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC and PRTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC or PRTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC and PRTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC and PRTC an opportunity to investigate and cure any such alleged breach.
3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for

termination. Prior to termination, Recipient Entity may request that the Commissions excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and the Commissions may, in their sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied ATI funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all unexpended ATI funds with interest earned at the rate earned by NVTC 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. NVTC's Executive Director, in consultation with PRTC's Executive Director, and Recipient Entity'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 NVTC and PRTC and to Recipient Entity'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. Commissions' Entitlement to Refund of Value of Project Assets**

Recipient Entity 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 ATI funds 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. In the event that Recipient Entity 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, Recipient Entity shall refund to the Commissions, with interest at the rate earned by NVTC, the amount of the value of each 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 under this Agreement. If Recipient Entity refuses or fails to refund said monies, the Commissions may recover the proportionate value from Recipient Entity by pursuit of any remedies available to the Commissions, including but not limited to the Commissions withholding of commensurate amounts

from future distributions of ATI funds to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both the Commissions and the Commonwealth.

**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 ATI funds provided by NVTC and PRTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that the Commissions' obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT and DRPT to NVTC and PRTC.

**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: NVTC, to the attention of its Executive Director;  
2300 Wilson Blvd., Suite 230  
Arlington, VA 22201

2) to: \_\_\_\_\_,  
to the attention of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (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**

Recipient Entity represents that it is not acting as a partner or agent of NVTC or PRTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

**L. Sovereign Immunity**

The provisions of 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 Commission and  
Potomac and Rappahannock Transportation Commission

By: \_\_\_\_\_  
Katherine A. Mattice  
NVTC Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_ (Name of Recipient Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix A –Project Description and Performance Measures**

Project Number:

Project Title:

Recipient Entity:

Annual Transit Investment Funds: \$

<b>Project Description</b>

<b>Performance Measures and Reporting</b>
<p><b>Performance Measures</b></p> <p><b>Collection Period</b></p> <p><b>Reporting</b></p> <p>Reports are due by July 30<sup>th</sup> of each year. Submit reports by email to Ben Owen at NVTC at <a href="mailto:benowen@novatransit.org">benowen@novatransit.org</a>.</p>

**APPENDIX B - PROJECT BUDGET & CASH FLOW**

Project Title:	<input type="text"/>	Project Number:	<input type="text"/>
Recipient Entity:	<input type="text"/>	Revision Number:	<input type="text"/>
Recipient Contact:	<input type="text"/>	Revision Date:	<input type="text"/>
Name	<input type="text"/>		
Email	<input type="text"/>		
Phone	<input type="text"/>		

**TABLE B-1 PROJECT BUDGET**

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved ATI Funds	Other Funds (if applicable)	
Study				
Preliminary Engineering (PE)				
Right-of-Way (ROW)				
Construction (CN)				
Capital Asset Acquisition				
Transit Operating Costs				
Other Operating Costs				
Other-Marketing				
<b>Total</b>	\$ -	\$ -	\$ -	

**TABLE B-2 ATI FUNDS PROGRAMMED**

Project Type	FY2020
Study	\$ -
Preliminary Engineering (PE)	-
Right-of-Way (ROW)	-
Construction (CN)	-
Capital Asset Acquisition	-
Transit Operating Costs	-
Other Operating Costs	-
Other-Marketing	-
<b>Total</b>	\$ -

**TABLE B-3 QUARTERLY PROJECT CASH FLOW FOR ATI FUNDS ONLY**

Quarter	FY2020	FY2021	FY2022	FY2023	FY2024
1st, September 30th	\$ -	-	-	\$ -	\$ -
2nd, December 31st	-	-	-	-	-
3rd, March 31st	-	-	-	-	-
4th, June 30th	-	-	-	-	-
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -

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

<b>Recipient Entity</b>	<b>Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission</b>	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Signature	Signature
<input type="text"/>	NVTC Executive Director	NVTC Director of Finance and Administration
Title	Title	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	Date	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Print name of person signing		



**APPENDIX C**

**I-395/95 ANNUAL TRANSIT INVESTMENT FUNDS  
REIMBURSEMENT REQUEST**

Commission Project Number: \_\_\_\_\_

Commission Project Title: \_\_\_\_\_

Draw Request Number: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Northern Virginia Transportation Commission  
2300 Wilson Blvd., Suite 230  
Arlington, Virginia 22201

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") between the Northern Virginia Transportation Commission ("NVTC"), Potomac and Rappahannock Transportation Commission ("PRTC") and \_\_\_\_\_ (the "Recipient Entity"). The Recipient Entity hereby requests \$\_\_\_\_\_ of Annual Transit Investment ("ATI") Funds, to pay the costs of the Project set forth in the attached detailed Reimbursement Request form and in accordance with the Agreement.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of the Recipient Entity's approved costs of the Project, (ii) the Recipient Entity is responsible for payment to vendors/contractors, (iii) the Recipient Entity is not in default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in Appendix D to the agreement, (iv) the representations and warranties made by the Recipient Entity in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of the Recipient Entity, no condition exists under the Agreement that would allow NVTC to withhold the requested advance.

**RECIPIENT ENTITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX C - I-395/95 ANNUAL TRANSIT INVESTMENT FUNDS REIMBURSEMENT REQUEST**

Project Number: \_\_\_\_\_ Request Number \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Request Date \_\_\_\_\_  
 Recipient Entity: \_\_\_\_\_ Request Amount \_\_\_\_\_

**Table C-1, SUMMARY**

<b>Project Type</b>	<b>Total ATI Funds</b>	<b>Previous Amount Requested to Date*</b>	<b>Amount of This Request</b>	<b>Total Requested to Date</b>	<b>Balance ATI Funds</b>
Study	\$ -	\$ -	\$ -	\$ -	\$ -
Preliminary Engineering	-	-	-	-	-
Right-of-Way	-	-	-	-	-
Construction	-	-	-	-	-
Capital Asset Acquisition	-	-	-	-	-
Annual Transit Operating	-	-	-	-	-
Other	-	-	-	-	-
Other	-	-	-	-	-
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* Enter amounts from "Total Requested to Date" column from the previous reimbursement request.

**Table C-2, LISTING OF ATTACHED INVOICES AND PROOF OF PAYMENT**

<b>Vendor/Contractor</b>	<b>Invoice Number</b>	<b>Item Number</b>	<b>Component Type</b>	<b>Invoice Total</b>	<b>ATI Funding Request</b>
				\$ -	\$ -
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
<b>Total</b>				<b>\$ -</b>	<b>\$ -</b>

**APPENDIX D – Reserved for Tax Covenants**

*Use only for projects funded with bond proceeds, assuming NVTC and/or PRTC issues bonds.*

**APPENDIX E – Authorization of designee(s)**

*Recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's clerk's minutes or resolution.*