

**Standard Component Agreement for Transform 66: Inside the Beltway Project,
Toll Revenue Funding of Components and Administration**

Between the Northern Virginia Transportation Commission and

(Recipient Entity)

NVTC Component Number: _____

This Standard Component Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Components and Administration (“this Agreement”) is made and executed in duplicate on this ____ day of _____, 20__, by and between the Northern Virginia Transportation Commission (“NVTC”) and _____ (“Recipient Entity”).

WITNESSETH

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

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project (“MOA”), on January 5, 2016, with the Commonwealth Transportation Board (“CTB”), and the Virginia Department of Transportation (“VDOT”), as such may be amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities (“Components”) in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the “Beltway”) and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the “Facility”) which Components are designed to attain the Improvement Goals defined in the MOA, specifically, to (1) move more people; (2) enhance transportation connectivity; (3) improve transit service; (4) reduce roadway congestion; and (5) increase travel options all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB’s tolling of the Facility (“Toll Revenue”) for the implementation of Components selected by NVTC and approved by the CTB, as well as

operating costs related to Components, and NVTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, based on information provided by Recipient Entity in response to NVTC's call for Components, NVTC has determined the Component set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.B.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 Toll Revenue to fund such Component;

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

WHEREAS, NVTC agrees that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Component or perform such other specific work for the Component 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, both parties have concurred in the Recipient Entity's administration, performance, and completion of the Component 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, 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:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Components, Recipient Entity must obligate the Toll

Revenue to the cost of the Component within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the fiscal year in which the funds for the Component were allocated by the CTB unless an extension has been approved by NVTC and the CTB.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Component 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 Component, as is required by this Agreement and that may be necessary for completion of the Component.
4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Component cost if the MOA or any applicable provision of law does not permit such Component cost to be paid with NVTC Toll Revenue.
5. Recognize that, if the Component, as approved, contains “multiple phases” (as such “multiple phases” are defined for the Component on Appendix A), for which NVTC will provide funding for such multiple phases (as set forth on Appendix B), NVTC may not provide Toll Revenue funding to Recipient Entity to advance the Component to the next phase until the current phase is completed. In any circumstance where Recipient Entity seeks to advance a Component to the next phase using NVTC Toll Revenue, 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 will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTC’s current and projected cash flow position and make a recommendation to NVTC 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 Component and from requesting reimbursement from NVTC for having advance funded a future phase of the Component.

However, Recipient Entity further recognizes that NVTC's reimbursement to Recipient Entity for having advance funded a Component 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 Component. 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 Component 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 Component costs incurred with supporting documentation as determined by NVTC and that certify all such costs were incurred in the performance of work for the Component 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 NVTC, Recipient Entity can expect to receive payment within twenty (20) days upon receipt by NVTC. Approved payments may 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 Component costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Component, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Component in such circumstances and that NVTC will do so only in accordance with NVTC's approved Component selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any

additional Component costs for the Component under this Paragraph.

9. Release or return any unexpended funds to NVTC no later than 90 days after final payment has been made to the contractors.
10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Component, 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 Component 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 Component 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 NVTC for all NVTC Toll Revenue (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 NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, 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 by or on behalf of Recipient Entity for the Component, and present NVTC with satisfactory evidence thereof before any

work on the Component 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 Components; (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 Component; (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 Component; 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 Component funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, 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 Component. 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 NVTC Toll Revenue 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 NVTC, that upon final payment to all contractors for the Component, Recipient Entity will use the Component for its intended purposes for the duration of the Component's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Component 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 Component is being funded in whole or in part by NVTC 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 Component 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 Component.
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 Component, 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 Component, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC 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 NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.

23. Provide a certification to NVTC no later than 90 days after final payment to the contractors that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.
24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data, or other project information as requested by NVTC, including data to measure the degree to which the expected benefits were realized, or are being realized, as well as other reporting as required by the NVTC reporting guidance.

B. NVTC's Obligations

NVTC shall:

- I. Provide to Recipient Entity the funding authorized by NVTC 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 on a reimbursement basis as set forth in this Agreement and as specified in the Component Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTC.
2. Assign a Program Coordinator for the Component. NVTC's Program Coordinator will be responsible for monitoring the Component 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 Component. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Component Scope of Work as set forth on Appendix A or to the Component 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 Component costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Component. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Component in order to determine the submission's legal and documentary 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) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTC's Program Coordinator 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, NVTC's Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.
5. Conduct periodic compliance reviews scheduled in advance for the Component 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 Component 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 NVTC Toll Revenue 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 staff will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Component. If NVTC makes 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 Component and 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 Component 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 Component and

final payment of Toll Revenue 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 of this Agreement. If so terminated, NVTC shall pay for all Component costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Component 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 as described in paragraph F of this Agreement or shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC 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 Component (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 NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Component based upon Recipient Entity's substantial completion of the Component or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Component. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC 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 NVTC Toll Revenue 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 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 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. NVTC's Entitlement to Refund of Value of Component 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 Component and funded by NVTC Toll Revenues under this Agreement ("Component Assets") for the designated transportation purposes of the Component under this Agreement and in accordance with applicable law throughout the useful life of each Component Asset. In the event that Recipient Entity fails to use any of the Component 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 NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Component Assets, whether any such Component Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Component Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

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

2. The parties acknowledge that all Toll Revenues provided by NVTC 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 NVTC's obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

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 620
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; 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

By: _____

Date: _____

_____ (Name of Recipient Entity)

By: _____

Date: _____

Appendix A –Component Description and Performance Measures

Component Project Number:

Component Project Title:

Recipient Entity:

Toll Revenue Funds:

Component Description

Performance Measures and Reporting
<p>Performance Measures:</p>
<p>Collection Period:</p>
<p>Reporting:</p>
<p>Reports are due by June 30th of each year. Submit reports by email to Patricia Happ at NVTC at patriciahapp@nvtcd.org.</p>

APPENDIX B - COMPONENT BUDGET & CASH FLOW

Component Title:	<input type="text"/>	Component Number:	XXX-XXXX-XX
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 COMPONENT BUDGET

Component Type	Total Component Budget	Funding Sources		Source of Other Funds
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	
Capital	\$ -	\$ -	\$ -	
Operating	-	-	-	
TDM	-	-	-	
Other	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
Total	\$ -	\$ -	\$ -	

TABLE B-2 NVTC COMPONENT FUNDS PROGRAMMED

Component Type	FY2017	FY2018	FY2019
Capital	\$ -	\$ -	\$ -
Operating	-	-	-
TDM	-	-	-
Other	-	-	-
	-	-	-
	-	-	-
	-	-	-
Total	\$ -	\$ -	\$ -

TABLE B-3 QUARTERLY COMPONENT CASH FLOW FOR NVTC TOLL REVENUE FUNDS ONLY

Quarter	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
1st, September 30th	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2nd, December 31st	-	-	-	-	-	-
3rd, March 31st	-	-	-	-	-	-
4th, June 30th	-	-	-	-	-	-
Total	\$ -					

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

Recipient Entity	Northern Virginia Transportation Commission	
<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

REIMBURSEMENT REQUEST

NVTC Component Number: _____

NVTC Component Title: _____

Draw Request Number: _____

Date: _____, 20____

Northern Virginia Transportation Commission
2300 Wilson Blvd., Suite 620
Arlington, Virginia 22201

This requisition is submitted in connection with the Standard Component Agreement for Funding and Administration dated _____, 20____ (the "Agreement") between the Northern Virginia Transportation Commission ("NVTC") and _____ (the "Recipient Entity"). The Recipient Entity hereby requests \$_____ of NVTC Toll Revenue, to pay the costs of the Component 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 Component, (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 - REIMBURSEMENT REQUEST

Component Number: _____ Request Number _____
 Component Title: _____ Request Date _____
 Recipient Entity: _____ Request Amount _____

Table C-1, SUMMARY

Component Type	Total NVTC Toll Revenue Funds	Previous Amount Requested to Date*	Amount of This Request	Total Requested to Date	Balance NVTC Toll Revenue Funds
Capital	\$ -	\$ -	\$ -	\$ -	\$ -
Operating	-	-	-	-	-
TDM	-	-	-	-	-
Other	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Vendor/Contractor	Invoice Number	Item Number	Component Type	Invoice Total	NVTC Funding Request
				\$ -	\$ -
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
Total				\$ -	\$ -

DRAFT 9-12-16

APPENDIX D – Reserved for TAX COVENANTS (for components funded with bond proceeds, assuming NVTC issues bonds).

APPENDIX E –Authorization of designee(s)

If applicable, replace this page with recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's resolution or clerk's minutes.