



# COMMONWEALTH of VIRGINIA

## Commonwealth Transportation Board

W. Sheppard Miller, III  
Chairperson

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Richmond, Virginia 23219

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*Agenda item # 5*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

**December 4, 2023**

#### MOTION

**Made By:** Mr. Davis **Seconded By:** Ms. Sellers

**Action:** Motion Carried, Unanimously

#### **Title: Amendment to Memorandum of Agreement Between VDOT and the Central Virginia Transportation Authority and Revised Standard Project Agreement Template**

**WHEREAS**, the 2020 Virginia General Assembly adopted and enacted into law House Bill 1541, (2020 Va. Acts Chapter 1235) (“Chapter 1235”); and

**WHEREAS**, Chapter 1235 provides for imposition of certain state taxes in localities comprising Planning District 15, and further provides that the revenues derived from such taxes be deposited in the Central Virginia Transportation Fund (the “Fund”) and used solely for transportation purposes benefiting the localities comprising Planning District 15 (“CVTA Projects and Purposes”), and certain administrative and operating expenses pursuant to Va. Code § 33.2-3706(B); and

**WHEREAS**, Chapter 1235 establishes the Fund and specifies that all revenues dedicated to the Fund pursuant to Va. Code § 58.1-638 and Va. Code §§ 58.1-2291 et seq. shall be paid into the state treasury, credited to the Fund, and the amounts so dedicated deposited monthly by the Comptroller (such amounts, together with interest earned thereon, are the “CVTA Revenues”); and

**WHEREAS**, Chapter 1235 establishes the Central Virginia Transportation Authority (“CVTA”), providing the CVTA with the authority and duty to, among other things, determine and approve appropriate uses of the CVTA Revenues; and

**WHEREAS**, the CVTA and the Virginia Department of Transportation (“VDOT”) have determined that it is desirable to work cooperatively to ensure the most effective and efficient delivery and implementation of CVTA Projects and Purposes with CVTA Revenues and other state and federal transportation funding sources; and

**WHEREAS**, to facilitate said cooperation, on December 9, 2020, the Commonwealth Transportation Board (“Board”) approved and authorized the Commissioner of Highways to execute a Memorandum of Agreement between VDOT and the CVTA to identify and memorialize their respective roles and responsibilities with regard to the Fund, CVTA Revenues, and CVTA Projects and Purposes, including but not limited to administration of the CVTA funds disbursed to CVTA and financial reporting, project planning and delivery for the CTB’s Six-Year Improvement Program and provision for VDOT administration of CVTA funded projects (“VDOT/CVTA MOA”); and

**WHEREAS**, the VDOT/CVTA MOA approved by the CTB incorporated a template for a Standard Project Agreement (“SPA”) for Funding and Administration to be used for VDOT administration of CVTA-funded projects (“VDOT/CVTA SPA template”); and

**WHEREAS**, CVTA and its member localities have developed an agreement template for locality administration of CVTA-funded projects (“Locality/CVTA Agreement template”) that is more streamlined than the VDOT/CVTA SPA template and it has been determined that uniformity and standardization of agreements for administration of all CVTA-funded projects would benefit administration of said projects; and

**WHEREAS**, VDOT and the CVTA have developed a revised VDOT/CVTA SPA template (“Revised SPA Template”) that is similar to the Locality/CVTA Agreement template and VDOT is recommending that the CTB approve the Revised SPA Template and approve an amendment to the VDOT/CVTA MOA to incorporate the new template; and

**WHEREAS**, pursuant to §33.2-3708, the CVTA may enter into contracts or agreements necessary or convenient for the performance of its duties and the exercise of its powers under Chapter 37 of Title 33.2; and

**WHEREAS**, Section 33.2-214 C of the *Code of Virginia* empowers the CTB to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Commonwealth Transportation Board hereby approves the Revised SPA Template, attached hereto as Exhibit A, for VDOT-administered CVTA-funded projects.

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Amendment to Memorandum of Agreement Between VDOT and the Central Virginia  
Transportation Authority and Revised Standard Project Agreement Template

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**BE IT FURTHER RESOLVED**, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to execute an amendment to the VDOT/CVTA MOA, attached hereto as Exhibit B, addressing and incorporating the Revised SPA Template, with such changes and additions as the Commissioner deems necessary.

**BE IT FURTHER RESOLVED**, the Commonwealth Transportation Board hereby authorizes the Commissioner to enter into agreements with the CVTA, substantively similar to the Revised SPA Template set forth in Exhibit A, with such changes and additions as the Commissioner deems necessary, for administration of any projects funded in whole or in part by the CVTA that have been included in the CTB's Six Year Improvement Program.

**BE IT FURTHER RESOLVED**, that, from this point forward, the authorization provided herein hereby supersedes any prior authorization/requirement of the CTB relating to use of a specific template for a Standard Project Agreement between VDOT and the CVTA for administration of CVTA-funded projects.

###

## **Commonwealth Transportation Board (CTB) Decision Brief**

### **Title: Amendment to Memorandum of Agreement Between VDOT and the Central Virginia Transportation Authority and Revised Standard Project Agreement Template**

**Issue:** In December, 2020, the Commonwealth Transportation Board approved, and authorized the Commissioner of Highways to execute, a Memorandum of Agreement between VDOT and the Central Virginia Transportation Authority (“CVTA”) to identify and memorialize their respective roles and responsibilities with regard to the CVTA Fund, CVTA Revenues, and CVTA Projects and Purposes, including but not limited to administration of the CVTA funds disbursed to CVTA and financial reporting, project planning and delivery for the CTB’s Six-Year Improvement Program and provision for VDOT administration of CVTA-funded projects (“VDOT/CVTA MOA”). The VDOT/CVTA MOA incorporated a template for a Standard Project Agreement (“SPA”) for Funding and Administration to be used for VDOT administration of CVTA-funded projects (“VDOT/CVTA SPA template”). Based on recent developments, VDOT and the CVTA have developed a revised VDOT/CVTA SPA template (“Revised SPA Template”) that is more streamlined and similar to a template used by localities and the CVTA for locally-administered CVTA-funded projects. Pursuant to §33.2-214 (C) of the *Code of Virginia*, VDOT is seeking CTB approval of the Revised SPA Template and approval of an amendment to the VDOT/CVTA MOA incorporating the new template.

#### **Facts:**

- The 2020 Virginia General Assembly adopted and enacted into law House Bill 1541, (2020 Va. Acts Chapter 1235) (“Chapter 1235”), which among other things, established the Central Virginia Transportation Authority (CVTA) and CVTA Fund. Chapter 1235 provides for imposition of certain state taxes in localities comprising Planning District 15 and further provides that the revenues derived from such taxes be deposited in the CVTA Fund and used solely for transportation purposes benefiting the localities comprising Planning District 15, and certain administrative and operating expenses pursuant to Va. Code § 33.2-3706(B).
- Earlier this year, CVTA and member localities developed a template (“Locality/CVTA Agreement template”) and entered into agreements providing for administration of CVTA-funded projects by member localities utilizing said template.
- The Locality/CVTA Agreement template is more streamlined than the VDOT/CVTA SPA template. CVTA and VDOT have determined that the Locality/CVTA Agreement template would serve as a suitable template for VDOT-administered CVTA-funded projects and further, use of similar templates for VDOT- administered and locality- administered

## Decision Brief

### Amendment to Memorandum of Agreement Between VDOT and the Central Virginia Transportation Authority and Revised Standard Project Agreement Template

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projects would afford more uniformity and efficiency in administration of all CVTA funded projects.

- Accordingly, CVTA and VDOT have developed a (1) Revised SPA Template for VDOT-administered CVTA-funded projects, based on the locality/CVTA Agreement template, and (2) a First Amendment to the VDOT/CVTA MOA to incorporate the Revised SPA Template.
- On October 27, 2023, the CVTA approved the following actions related to the Revised VDOT/CVTA SPA template:
  - Approval of the Revised VDOT/CVTA SPA template for VDOT administration of CVTA-funded projects.
  - Approval of and authorization for execution of the draft First Amendment to the VDOT/CVTA MOA.
  - Motion to transfer project information approved by the CVTA at the September 29, 2023 meeting, conforming the agreements to the new SPA template.
  - Approval of and authorization for the execution of SPAs for ten new projects and one existing project utilizing the Revised VDOT/CVTA SPA template.
- Standard Project Agreements for the following VDOT administered CVTA funded projects were approved at the October 27, 2023 CVTA meeting:
  - Bottoms Bridge Park and Ride (UPC 120444) CVTA Funds: \$198,047
  - I-64 at Ashland Rd Interchange (UPC 123919) CVTA Funds: \$33,699,829
  - I-64 at Oilville Rd Interchange (UPC 123290) CVTA Funds: \$606,000
  - I-64 Gap Segments A & B (UPCs 123915, 122805, 123831) CVTA Funds: \$100,000,000
  - Mayo's Bridge Replacement (UPC 104888) CVTA Funds: \$5,000,000
  - POV Marine Terminal Access Improvements at I-95/Bells Rd (UPC 123895) CVTA Funds: \$2,000,000 *Note: Candidate project not in FY24 SYIP*
  - Rte 288 NB Hard Shoulder Running (UPC 122147) CVTA Funds: \$8,000,000
  - Short Pump Area Transportation Improvements (VDOT completion of NEPA) (UPC 124222) CVTA Funds: \$1,800,000 *Note: Candidate project not in FY24 SYIP*
  - Staples Mill Rd Improvements (UPC 123584) CVTA Funds: \$5,670,000
  - West Broad St Improvements at Short Pump (UPC 123583) CVTA Funds: \$3,230,000
  - Fall Line Trail DB #1 (UPC 121374) CVTA Funds: \$8,381,111 *Note: Existing Project with executed SPA under original template*

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- Total CVTA funds allocated to the 11 VDOT administered SPA agreements: \$168,584,987.
- Section 33.2-214 (C) of the Code of Virginia empowers the CTB to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes.

**Recommendations:** VDOT recommends that the CTB:

1. Approve the Revised SPA Template for VDOT-administered CVTA-funded projects (attached hereto as Exhibit A).
2. Authorize the Commissioner of Highways to execute the First Amendment to the VDOT/CVTA MOA, attached hereto as Exhibit B, addressing and incorporating the Revised SPA Template, with such changes and additions as the Commissioner deems necessary.
3. Authorize the Commissioner to enter into agreements with the CVTA, substantively similar to the Revised SPA Template set forth in Exhibit A, with such changes and additions as the Commissioner deems necessary, for administration of any projects funded in whole or in part by the CVTA that have been included in the CTB's Six Year Improvement Program (SYIP).
4. Declare that, from this point forward, the authorizations provided above supersede any prior authorization/requirement of the CTB relating to use of a specific template for a Standard Project Agreement between VDOT and the CVTA for administration of CVTA-funded projects.

**Action Required by CTB:** Approve by majority vote the resolution providing the approval and authorizations recommended herein.

**Result, if Approved:** The VDOT/CVTA MOA will be amended to incorporate, and VDOT-administered CVTA-funded projects will be addressed by, the more streamlined Revised SPA Template. VDOT/the Commissioner of Highways will have the requisite authority to enter into agreements with the CVTA for VDOT-administered CVTA-funded projects utilizing the Revised SPA Template, provided such projects are included in the CTB SYIP.

**Options:** Approve, Deny, or Defer

**Public Comments/ Reaction:** N/A

**Attachment A: Exhibit B Revised**

**STANDARD MODEL PROJECT ADMINISTRATION AGREEMENT  
BETWEEN  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND  
THE CENTRAL VIRGINIA TRANSPORTATION AUTHORITY**

**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC

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

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

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

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

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

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

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. VDOT shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Unless otherwise agreed to by the Parties, every phase of the Project will be designed and constructed in accordance with all standards typically utilized or established by VDOT for such facility.

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



Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, additional funds shall be paid from federal, state, local or CVTA revenues, in proportions as agreed by the Parties at the time, with the goals of expending state or federal funds first before expending LOCALITY and/or CVTA revenues and using all funding to expedite delivery and completion of the Project.

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

specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA and will work with any locality that would otherwise have and that will assume jurisdiction and control over the facility to ensure said locality receives a copy of plans and specifications and, as mutually agreed, is conveyed the subject right of way.

10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to VDOT with a specific description of the VDOT's breach of this Agreement. Upon receipt of a notice of breach, VDOT will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, VDOT has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by VDOT of a written notice from the CVTA stating that the breach has neither been cured, nor is VDOT diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.
11. VDOT and the CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. VDOT and the CVTA agree that the appendices attached hereto set forth the minimum information and requirements for their intended purposes and may be modified as to form and with additional information and requirements as mutually agreed.
13. Nothing in this Agreement shall be construed as a waiver of the VDOT's or the CVTA's sovereign immunity.
14. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
15. This Agreement may be modified only in writing by mutual agreement of the Parties.

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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed, intending it to be effective as of the date of the last (latest) execution below.

**COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Attachments**

- Appendix A
- Appendix B
- Appendix C

## Appendix A - VDOT Administered

<b>PROJECT SCHEDULE:</b>						
<b>Project Details</b>						
VDOT						
CVTA Project Name:						
CVTA Project Number:						
UPC Number (If Applicable):						
CVTA Program Coordinator						
VDOT Program Manager:						
Scope of Services:						
Allocated CVTA Project Funding Amount, broken out by fiscal year:						
				FY [ ]: [amount]		
				FY [ ]: [amount]		
				FY [ ]: [amount]		
				FY [ ]: [amount]		
				FY [ ]: [amount]		
				FY [ ]: [amount]		
<b>Schedule</b>						
<b>Milestone</b>					<b>Anticipated Date</b>	
Project Scoping Meeting						
Survey						
Utility Designation (If Applicable)						
Geotechnical Engineering Report						
Conceptual Design Phase Submittal (If Applicable)						
Approved NEPA Document (If Applicable)						
Preliminary Design Phase Submittal						
Citizen Information Meeting (If Applicable)						
Post Willingness (if Applicable)						
Public Hearing (If Applicable)						
Utility Field Inspection (If Applicable)						
ROW Design Phase Submittal (If Applicable)						
ROW Acquisition						
Relocate Utilities (If Applicable)						
Final Construction Design Phase Submittal						

Draft Invitation for Bid Submittal			
Invitation for Bid Advertisement			
Environmental Permits Obtained (If Applicable)			
Begin Construction			
End Construction			

**APPENDIX B**

**PROJECT BUDGET & CASH FLOW**

**CVTA PROJECT:** [●]

**UPC NUMBER (IF APPLICABLE):**

**VDOT PROGRAM MANAGER:** [●]

<u>CONTRACTOR/SUPPLIER</u>	<u>INVOICE #</u>	<u>INVOICE DATE</u>	<u>AMOUNT</u>	<u>PAYMENT INSTRUCTIONS</u>	<u>DATE PAID:</u>	<u>DRAW #:</u>
<u>REMIT TO: VDOT</u>	<u>SEE ATTACHED PAID INVOICE LISTING</u>	-	\$0.00	<u>REMIT TO:</u>		
-	-	-	-	<u>0</u>		
-	-	-	-	<u>BANK:</u>		
-	-	-	-	<u>ABA NUMBER:</u>		
-	-	-	-	<u>ACCT #:</u>		
-	-	-	-	-		
-	-	-	-	<u>EMPLOYER ID:</u>		
-	-	-	-	-		
<u>TOTAL</u>	-	-	<u>\$</u> =	-		

**\*IF ADDITIONAL YEARS ARE NEEDED, PLEASE SUBMIT A SEPARATE FORM WITH ADDITIONAL COLUMNS.**

**THIS APPENDIX B IS CERTIFIED AND MADE AN OFFICIAL ATTACHMENT TO THE STANDARD PROJECT AGREEMENT DOCUMENTED BY THE PARTIES OF THIS AGREEMENT**

**DATE**

**APPENDIX C**

**FORM OF PAYMENT REQUISITION**

CVTA Project: \_\_\_\_\_

UPC Number (If Applicable): \_\_\_\_\_

Project Scope/Services Description: \_\_\_\_\_

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

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

Central Virginia Transportation Authority

[•]

Attention \_\_\_\_\_, Program Coordinator:

This requisition is submitted in connection with the Standard Project Administration Agreement for the project services noted above dated \_\_\_\_\_, 20\_\_ (the "Agreement") between the Central Virginia Transportation Authority ("CVTA") and VDOT. VDOT hereby requests \$\_\_\_\_\_ of CVTA funds, to pay the costs of the project services described and set forth in Appendices A and B of the Agreement ("Project Services") and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which payment is requested.

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

**COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF TRANSPORTATION**

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

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

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

**Recommended For Payment**

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

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

Title: CVTA Program Coordinator

**FIRST AMENDMENT TO**  
**THE MEMORANDUM OF AGREEMENT BETWEEN**  
**THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND**  
**THE CENTRAL VIRGINIA TRANSPORTATION AUTHORITY**

This First Amendment (Amendment) to the Memorandum of Agreement between the Virginia Department of Transportation and the Central Virginia Transportation Authority, dated December 21, 2020, (Memorandum of Agreement) is entered into by the Virginia Department of Transportation (VDOT) and the Central Virginia Transportation Authority (CVTA), (each a Party and collectively, the Parties), and shall be effective on the date of last execution.

**WHEREAS**, VDOT and the CVTA deemed it necessary and prudent to identify their respective roles and responsibilities with regard to the CVTA Fund, CVTA Revenues, and CVTA Projects and Purposes by means of an agreement and, accordingly, entered into the Memorandum of Agreement; and

**WHEREAS**, in recognition that, from time to time, CVTA may engage VDOT to administer and/or develop one or more CVTA Projects and Purposes, the Parties developed a model Standard Project Agreement (SPA) for Funding and Administration of CVTA Projects and Purposes, which was intended to be used as the template agreement for CVTA projects to be administered by VDOT unless the Parties otherwise agreed; and

**WHEREAS**, the CVTA developed a separate Standard Project Agreement for Regional Projects between CVTA and localities (CVTA-Locality SPA) that addresses CVTA-funded projects to be administered by a locality; and

**WHEREAS**, CVTA and VDOT have determined that the CVTA-Locality SPA would serve as a suitable template for VDOT-administered CVTA-funded projects and further, from CVTA's perspective, use of similar templates for VDOT administered and locality administered projects would afford more uniformity and efficiency in administration of the CVTA-funded projects.

**NOW THEREFORE**, in consideration of the foregoing and the mutual premises contained herein, the Parties hereto agree that the Memorandum of Agreement is hereby amended as follows:

1. That section 2 e shall be replaced in its entirety with the following provision:  
From time to time, CVTA may engage VDOT to administer and/or develop one or more CVTA Projects and Purposes. The Parties have developed a model Standard Project Agreement for Funding and Administration of CVTA Projects and Purposes, which, upon mutual agreement of the Parties, is attached hereto as Exhibit B Revised (the "CVTA Model VDOT SPA"). The CVTA Model VDOT SPA will be used as the template agreement for CVTA Projects administered by VDOT unless the Parties otherwise agree for a particular project. VDOT and CVTA shall perform their respective obligations under each applicable agreement in accordance with the terms of that agreement.



2. That Exhibit B of the Memorandum of Agreement is hereby replaced in its entirety by Exhibit B Revised, which is attached hereto as Attachment A and sets forth the STANDARD MODEL PROJECT ADMINISTRATION AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND THE CENTRAL VIRGINIA TRANSPORTATION AUTHORITY which shall serve as the CVTA Model VDOT SPA as established in section 2 e.

In all other respects, the Memorandum of Agreement, dated December 21, 2020 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Memorandum of Agreement to be executed by their duly authorized representatives, intending it to be effective as of the date of last execution below.

Central Virginia Transportation Authority

Levar Stoney  
Levar Stoney (Nov 1, 2023 10:50 EDT)

Chairman

Nov 1, 2023

Date

Virginia Department of Transportation

Commissioner of Highways

Date