



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

AGENDA

MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD

VDOT Central Auditorium
1221 East Broad Street
Richmond, Virginia 23219

July 19, 2017

9:00 a.m. or upon adjournment of the July 18, 2017 Workshop Meeting.

Public Comments:

Approval of Minutes June 20, 2017

NORTHERN VIRGINIA DISTRICT:

Presenting: Charles Kilpatrick, P.E.
Commissioner

1. Action on Authorization for the Commissioner of Highways to Enter into a Memorandum of Understanding Among the Virginia Department of Transportation, the Federal Highway Administration, 95 Express Lanes, LLC, and Capital Beltway Express, LLC Regarding Testing of Connected Vehicles.

MAINTENANCE DIVISION:

Presenting: Branco Vlacich
Division Administrator

2. Action on Commemorative Naming of the bridge on State Route 63, Big Ridge Road over the McClure River, Dickenson County located in the Bristol District as the "Clinchco Veterans Memorial Bridge"
3. Action on Commemorative Naming of the bridge on Route 1103, Centre Street, over Laurel Fork, in the Town of Pocahontas, Tazewell County Located in the Bristol District as the "Donald R. Rash Memorial Bridge".

Agenda

Meeting of the Commonwealth Transportation Board

July 19, 2017

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4. Action on Commemorative Naming of the bridge on State Route 340, North Shenandoah Avenue over the south fork of the Shenandoah River, Warren County located in the Staunton District as the “Veterans’ Memorial Bridge”

INFRASTRUCTURE INVESTMENT DIVISION:

Presenting: Kimberly Pryor
Division Director

5. Action on Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2018-2023.
6. Action on FY18-23 Six-Year Improvement Program Transfers For May 24, 2017 through June 22, 2017.

LOCATION AND DESIGN DIVISION:

Presenting: Susan Keen, P.E.
Division Administrator

7. Action on Approval of Proposed Limited Access Control Changes, for Interstate 95 and Route 3 Interchange, City of Fredericksburg, Located in the Fredericksburg District.
8. Action on Approval of Proposed Limited Access Control Change (LACC) Route 606 (Mudd Tavern Road) Improvements East of I-95 Spotsylvania County Located in the Fredericksburg District.

RIGHT OF WAY AND UTILITIES DIVISION:

Presenting: Lori Snider
Division Administrator

9. Action on Limited Access Control Change, Route 144 (Temple Avenue), Prince George County, Located in the Richmond District.

FINANCIAL PLANNING DIVISION:

Presenting: John Lawson
Chief Financial Officer

10. Action on Federal Transportation Grant Anticipation Revenue Notes Memorandum of Agreement Update.
11. Action on Authorization for Advancement/Allocation of Toll Facilities Revolving Account Funds Relating to the Transform 66: Inside the Beltway Project

HAMPTON ROADS DISTRICT:

Presenting: James Utterback
District Administrator

12. Action on Authorization for the Commissioner of Highways to Enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Interstate 264 Interchange Improvement Project (UPC’s 17630/108041).

13. Action on Delegation of Authority for the Commissioner of Highways to Enter into a Memorandum of Understanding between the Virginia Department of Transportation and the Virginia Port Authority to Provide Berth Availability to the Jamestown-Scotland Ferry at Richmond Marine Terminal during significant weather events.

LOCAL ASSISTANCE DIVISION:

Presenting: Julie Brown
Division Administrator

14. Action on Revenue Sharing Program Policy and Guidelines.
15. Action on Recreational Access Allocation in Louisa County, specifically Recreational Access to Louisa Aquatic Center Located in the Culpeper District.

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION:

Presenting: Jennifer DeBruhl
Chief of Public Transportation

16. Action on Adoption of Transit Capital Project Revenue Advisory Board Principles for Addressing Future Transit Capital Revenues, Needs, and Prioritization

SCHEDULING AND CONTRACT:

Presenting: Don Silies
Director of Contracts

17. Bids.

NEW BUSINESS:

ADJOURNMENT:

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Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

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Agenda item # 1

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

JULY 19, 2017

MOTION

Made By: _____ **Seconded By:** _____

Action: _____

Title: Authorization for the Commissioner of Highways to Enter into a Memorandum of Understanding Among the Virginia Department of Transportation, the Federal Highway Administration, 95 Express Lanes, LLC, and Capital Beltway Express, LLC Regarding Testing of Connected Vehicles.

WHEREAS, to improve traveler safety and mobility the Federal Highway Administration of the United States Department of Transportation (the "FHWA") desires to research and test connected vehicle and vehicle automation technologies; and

WHEREAS, 95 Express Lanes, LLC operates and maintains the I-95 HOT Lanes within the Commonwealth, and Capital Beltway Express, LLC operates and maintains the I-495 HOT Lanes within the Commonwealth (together, the "HOT Lanes Facilities"); and

WHEREAS, the Virginia Department of Transportation (the "Department") owns the HOT Lanes Facilities and desires to permit the FHWA, in coordination with 95 Express Lanes, LLC and Capital Beltway Express, LLC, to research and test connected vehicle and vehicle automation technologies on the HOT Lanes Facilities; and

WHEREAS, the Department, FHWA, 95 Express Lanes, LLC, and Capital Beltway Express, LLC have developed an MOU (set out in Attachment A) that sets forth the purpose of, and that will govern access rights, security, safety, and other rights and duties that apply to, the

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Memorandum of Understanding Among the Virginia Department of Transportation, the Federal Highway Administration, 95 Express Lanes, LLC, and Capital Beltway Express, LLC Regarding Testing of Connected Vehicles

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research and testing of connected vehicle and vehicle automation technologies on the HOT Lanes Facilities; and

WHEREAS, the Commonwealth Transportation Board (“CTB”) is authorized under Virginia Code § 33.2-221(A) to enter into contracts and agreements with the United States government and the Department seeks CTB approval of, and authorization for the Commissioner of Highways to execute, the MOU.

NOW, THEREFORE, BE IT RESOLVED, that the CTB hereby approves, and authorizes the Commissioner of Highways to execute, a memorandum of understanding among the Department, FHWA, 95 Express Lanes, LLC, and Capital Beltway Express, LLC, governing their rights and duties relating to the research and testing of connected vehicles and vehicle automation technologies, in substantially the form set out in Attachment A, with such changes as the Commissioner deems necessary or appropriate.

####

CTB Decision Brief

Title: Authorization for the Commissioner of Highways to Enter into a Memorandum of Understanding Among the Virginia Department of Transportation, the Federal Highway Administration, 95 Express Lanes, LLC, and Capital Beltway Express, LLC Regarding Testing of Connected Vehicles.

Issue: To permit the Federal Highway Administration of the United States Department of Transportation (the “FHWA”) to research and test connected vehicle and vehicle automation technologies on the I-95 HOT Lanes and the I-495 HOT Lanes, it is necessary for the Virginia Department of Transportation (the “Department”), the FHWA, 95 Express Lanes, LLC, and Capital Beltway Express, LLC to enter into a Memorandum of Understanding (“MOU”). Approval of the MOU by the Commonwealth Transportation Board (“CTB”) and authorization for the Commissioner of Highways to execute the MOU are sought.

Facts: The purpose of this MOU is to perform research, development and demonstration tests at 95/495 Express Lanes in Virginia that will allow FHWA to assess the potential of Connected and Automated vehicles in a managed lanes or general purpose lanes scenario. It is the goal of this MOU to develop collaborative opportunities between the parties, and it is expected that the parties will benefit by virtue of the interaction afforded by the opportunity to answer the following critical questions as highway agencies are dealing with the technology disruption currently underway in the automobile and technology sectors:

- Is it feasible to implement speed harmonization along a managed lanes facility and what are the associated infrastructure elements required to accomplish this?
- What are the limitations/gaps of the existing communication media vis-à-vis vehicle-to-infrastructure and vehicle-to-vehicle communications to accomplish these aforementioned connected and automated vehicle applications and services?
- Is it possible to operate vehicles as a platoon in a managed lanes facility with mixed traffic without impacting the operations on the managed lane?
- Are we able to achieve string stability under multi-vehicle platoons?
- What are the infrastructure needs for DSRC in order for CACC to perform and how does this impact the operations of managed lanes?
- What are the impacts of these applications on mobility, safety and the environment?

The MOU will govern access rights, security, safety, and other rights and duties that apply to the research and testing of connected vehicle and vehicle automation technologies on the I-95 HOT Lanes and the I-495 HOT Lanes.

The Commonwealth Transportation Board (“CTB”) is authorized under Virginia Code § 33.2-221(A) to enter into contracts and agreements with the United States government.

Recommendations: The Department recommends that the CTB approve the MOU, attached hereto as Attachment A, and authorize the Commissioner of Highways to execute the MOU, with such changes that the Commissioner deems necessary or appropriate.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote.

Result, if approved: The Commissioner will execute the MOU, which will permit research and testing of connected vehicle and vehicle automation technologies on the I-95 HOT Lanes and the I-495 HOT Lanes.

Options: Approve, Deny, or Defer

MEMORANDUM OF
UNDERSTANDING BETWEEN
THE FEDERAL HIGHWAY ADMINISTRATION,
VIRGINIA DEPARTMENT OF TRANSPORTATION,
CAPITAL BELTWAY EXPRESS LLC, AND 95
EXPRESS LANES LLC

I. PARTIES. The Parties to this Memorandum of Understanding (MOU) are the Virginia Department of Transportation (VDOT), Capital Beltway Express LLC, 95 Express Lanes LLC, and Federal Highway Administration (FHWA), of the United States Department of Transportation.

II. BACKGROUND AND PURPOSE. Transportation operations research is in increasing demand due, in large part, to the ever increasing amounts of congestion in the United States (US) and demand for better services to support the growth of the US economy. The Federal Highway Administration (FHWA) Office of Operations Research and Development (HRDO), a component of FHWA's Turner Fairbank Highway Research Center (TFHRC), performs transportation operations research and development (R&D) that uses electronics, information processing, and communications technologies to improve the efficiency and sustain the existing surface transportation system. HRDO activities lead to increasing the effective handling capacity of the existing roadway system without the expense of building and maintaining new roads.

HRDO is focusing on near-term solutions with concepts using wireless communications- based Connected Vehicle (CV) technologies combined with vehicle automation such as longitudinal control to improve safety and mobility. HRDO has several projects intended to explore early applications of "connected and automated" vehicles that may be of interest to all parties to this MOU. HRDO believes that these applications have great potential for improving the safety and mobility of the US transportation system.

- **Speed Harmonization:** The goal of Speed Harmonization is to provide smooth operation of the traffic stream, which reduces bottlenecks, increases reliability, reduces environmental impacts, improves safety, and provides additional comfort and convenience. An infrastructure-based systems management function provides speed recommendations to individual vehicles on the corridor in order to optimize the network performance. This may be done as a speed advisory or in an automation framework where the optimal recommendations are placed directly into the vehicle control systems without driver interaction. A proof-of-concept project was just completed with a very limited vehicle fleet of three vehicles using modified off-the-shelf Adaptive Cruise Control systems. This experimentation was in partnership with Virginia Department of Transportation (VDOT) using I-66 inside the beltway. There could be a potential for using this application to mitigate the bottlenecks created at discharge locations on managed lanes facilities such as the 95/495 Express Lanes.
- **Cooperative Adaptive Cruise Control (CACC):** The goal of Cooperative Adaptive Cruise Control (CACC) is to increase the capacity of a highway by coordinating the

equipped vehicles to safely follow closer (i.e. platooning). The vehicles use CV technologies combined with vehicle automation to enable the formation of platoons. A proof-of-concept is underway that will take the next evolutionary step by using the FHWA's fleet of five passenger cars equipped with the added CACC functionality, on a test track, to test existing and new algorithms. The current project built, on a small scale, the framework to begin an exploration of the technical needs and mobility effect/benefits in the real world. This project will expand the understanding of the real world performance and capabilities focusing on near-term application in managed lanes. There could be a potential for using this application for increasing the capacity on managed lanes facilities such as the 95/495 Express Lanes.

- **Truck Platooning:** Building upon the aforementioned CACC algorithms a proof-of-concept is currently being developed that will enable the ability to test and demonstrate three-truck platooning using vehicle-to-vehicle and vehicle-to-infrastructure communications. If feasible, future development work may allow for the testing of mixed vehicle (e.g., trucks and cars) platooning concepts.
- **Lane Change/Merge:** The goal of the lane change and merging freeway lateral maneuvers application is to increase roadway throughput and safety. This will be done by optimizing and executing the lane change, merging and demerging tasks into and out of highways in an automated fashion. This will involve vehicle-to-vehicle and infrastructure-to-vehicle sensors and communications at fixed locations in the highway network. A proof-of-concept is underway that will take the next evolutionary step by using the FHWA's fleet of five test vehicles equipped with the functionality, on a test track, to test the algorithms.

The purpose of this MOU is to perform research, development and demonstration tests at 95/495 Express Lanes in Virginia that will allow FHWA to assess the potential of Connected and Automated vehicles in a managed lanes or general purpose lanes scenario. It is the goal of this Agreement to develop collaborative opportunities between the parties, and it is expected that the parties will benefit by virtue of the interaction afforded by the opportunity to answer the following critical questions as highway agencies are dealing with the technology disruption currently underway in the automobile and technology sectors:

- Is it feasible to implement speed harmonization along a managed lanes facility and what are the associated infrastructure elements required to accomplish this?
- What are the limitations/gaps of the existing communication media vis-à-vis vehicle-to-infrastructure and vehicle-to-vehicle communications to accomplish these aforementioned connected and automated vehicle applications and services?
- Is it possible to operate vehicles as a platoon in a managed lanes facility with mixed traffic without impacting the operations on the managed lane?
- Are we able to achieve string stability under multi-vehicle platoons?
- What are the infrastructure needs for DSRC in order for CACC to perform and how does this impact the operations of managed lanes?
- What are the impacts of these applications on mobility, safety and the environment?

- III. LEGAL AUTHORITIES.** The authority for FHWA to enter into this MOU includes 23 USC 502. The authority for VDOT to enter into this agreement is Virginia Code § 33.2-221 and § 33.2-225, and the authority granted by the Commonwealth Transportation Board pursuant to § 33.2-221.
- IV. GENERAL SCOPE OF AGREEMENT.** The research performed under this MOU shall be performed in accordance with the Statement of Work and Obligations of the Parties (SOW/OP), attached as Appendix A.
- V. RESPONSIBILITIES/ OBLIGATIONS OF THE PARTIES.** The Parties enter into this MOU with the intention of engaging in the fullest possible cooperation and coordination; however, nothing contained in this MOU imposes any specific program, resource, operational, legislative, or budget obligations on any Party, nor will any such cooperation result in the transfer of any existing intellectual property rights from one party to another . Each party shall be free to develop additional intellectual property based on their efforts under this MOU, and any such intellectual property shall be governed by any other applicable agreement between or among the respective parties with respect to the treatment of any applicable intellectual property rights. The utilization of the FHWA personnel, resources, facilities, equipment, skills, know-how, computer software and information will be consistent with its own policies, missions, and requirements. No federal funds are committed through this agreement. Accordingly, it is agreed that all research is to be performed on a best efforts basis. Any modification of the SOW/OP shall be by mutual agreement between the parties and shall be incorporated into this MOU by a formally executed written amendment.
- VI. FINANCIAL ARRANGEMENTS.** Each signatory agency will provide funds, human resources, equipment, supplies, facilities, training, public information, and expertise to the extent that its participation is needed and funds and other resources are available. This MOU is not a funds obligation document. Any activities involving transfer of funds between the Parties will be documented in separate implementing agreements. For the avoidance of doubt, each party will fund only its own responsibilities under this MOU unless otherwise agreed in writing.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals. This MOU is subject to the availability of funds and does not obligate the Parties to expend appropriations or to enter into any agreements, contracts, or other obligations.

Notwithstanding the provisions of this section, VDOT will not be obligated to provide any funds for testing or equipment necessary to complete any testing performed under this agreement.

- VII. SEVERABILITY.** Nothing in this MOU or any appendix or annex is intended to conflict with current law, regulation, orders, or directives of DOT, FHWA, TFHRC, or any other Federal agency or entity, or any current law, regulation, orders, or directives of VDOT. If

a provision of this MOU is inconsistent with that authority, then that provision will be invalid to the extent of such inconsistency, but the remainder of that provision and all other provisions, terms, and conditions of this MOU and any appendix or annex will remain in full force and effect.

VIII. KEY CONTACTS

Key contacts for this MOU are as follows:

FHWA/TFHRC

Name: Govindarajan Vadakpat
Address: Federal Highway Administration
Turner-Fairbank Highway Research Center
6300 Georgetown Pike, McLean, VA 22101
Telephone: (202) 493-3283

COLLABORATING PARTY- VDOT

Name: Larry Cloyed
Address: 4975 Alliance Drive
Fairfax, VA 22030
Telephone: (703)-259-1735

COLLABORATING PARTY- CAPITAL BELTWAY EXPRESS LLC AND 95 EXPRESS LANES LLC

Name: Leigh Petschel
Address: 6440 General Green Way
Alexandria, VA 22312
Telephone: (571) 419-6028

IX. MODIFICATION. This MOU may be amended, or modified at any time by mutual written agreement between the FHWA Associate Administrator for Research, Development, and Technology; Commissioner of Highways, VDOT; and Group General Manager, Capital Beltway Express LLC and 95 Express Lanes LLC.

X. PERIOD OF AGREEMENT/TERMINATION. This MOU shall be effective as of the date of final signature by all Parties and shall remain in effect for three (3) years from that date. The period of the agreement may be extended by written agreement of all Parties. Any party, upon 30 days written notice to the other parties, may terminate this MOU and any appendices and annexes.

Termination shall not affect any valid commitment of Funds that, in the mutual judgment of the Parties, had become final before the effective date of the termination.

The termination this MOU shall not affect the validity or duration of projects under this MOU that are initiated prior to such termination.

XI. DISPUTE RESOLUTION. In the event that disagreements or disputes arise between the parties regarding their respective roles and responsibilities identified in Section V, the FHWA Associate Administrator for Research, Commissioner of Highways, VDOT and Group General Manager, Capital Beltway Express LLC and 95 Express Lanes LLC or their

respective designees will determine the appropriate resolution by consensus.

XII. FINANCIAL RESPONSIBILITY FOR DAMAGE OR CLAIMS. Each Party agrees that it will be financially responsible for any damage, claims, lawsuits, or other liability to third parties or to another Party that arise from its own actions in connection with the performance of this MOU and the testing contemplated hereunder. Each Party will be responsible for such claims or damages to the extent permitted by law. Nothing in this MOU will be construed as a waiver of VDOT's sovereign immunity or VDOT's right to assert sovereign immunity for any damages, claims, liabilities to third parties or to another Party that arise from its actions in connection with the performance of this MOU and the testing contemplated hereunder.

XIII. PUBLICATION AND RELEASE OF INFORMATION. Any information furnished to the FHWA under this instrument is subject to the Freedom Of Information Act- FOIA 5 U.S.C. 552. Any information furnished to VDOT under this instrument is subject to the Virginia Freedom of Information Act, Virginia Code § 2.2-3700. This agreement does not prohibit any Party from publishing the data or information provided they assume sole responsibility and give appropriate credit to the other agency.

The Parties agree that sharing credit is mutually beneficial, and will make every effort to assure that appropriate citation and attribution, including the use of official agency emblems and seals, is given for work performed under this MOU. Parties shall not use each other's official seals, logos, or insignia without prior written approval. In a format that is reasonable and useable, FHWA shall provide VDOT and Capital Beltway Express LLC/95 Express Lanes LLC access to all data generated from the testing contemplated under this MOU free of cost.

Publicity and public information products, including news releases, reports, briefing papers, or other information products, may be prepared by any Party, or jointly, provided that all parties have an opportunity to review manuscripts prior to publication.

Any commitment of any party to preserve the confidentiality of information is subject to applicable United States laws and regulations.

XIV. OTHER RIGHTS OR BENEFITS. Nothing in this MOU is intended to diminish or otherwise affect the authority of each party to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or officers, or any other person.

FHWA is prohibited from officially endorsing non-federal entities. This MOU does not constitute an official endorsement of either VDOT or Capital Beltway Express LLC/95 Express Lanes LLC.

This instrument in no way restricts the FHWA, VDOT, or Capital Beltway Express LLC

and 95 Express Lanes LLC from participating in similar activities with other public or private agencies, organizations, and individuals.

Nothing in this MOU will give rise to a compensation event under any comprehensive agreement between the Department on the one hand, and any Transurban affiliate (including without limitation the Delaware limited liability companies: (i) 95 Express Lanes LLC and (ii) Capital Beltway Express LLC.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be duly executed in triplicate as of the day and year last written below.

Federal Highway Administration
U.S. Department of Transportation

Virginia Department of Transportation,
an Agency of the Commonwealth of Virginia

Signature _____
Name: Michael Trentacoste
Title: Associate Administrator
Research, Development, and Technology

Signature _____
Name: Charles A. Kilpatrick, P.E
Title: Commissioner of Highways

Date:

Date:

Capital Beltway Express LLC
95 Express Lanes LLC

Signature _____
Name: Jennifer Aument
Title: Group General Manager
Date:

APPENDIX A

STATEMENT OF WORK and OBLIGATION OF THE PARTIES

MOU No.: FHWA-2017-01

I. STATEMENT OF WORK

Objective: The objective of this MOU is to:

Conduct research and demonstration at 95 and 495 Express lanes in Virginia using the vehicle-to-infrastructure technology noted above to address the following research questions:

1. Is it possible to engage vehicles in a multi-vehicle platoon on an extended highway segment using vehicle-to-infrastructure and vehicle-to-vehicle communication to achieve a string stable CACC design?
2. Is it possible to quantify mobility benefits using speed harmonization along extended highway segments using vehicle-to-infrastructure and vehicle-to-vehicle communication?
3. Is it possible to engage trucks in a three vehicle platoon on an extended highway segment to achieve a string stable CACC design?
4. Is it possible to achieve lane change/merge for freeway lateral maneuvers using automation?

Scope: In this MOU, the FHWA-TFHRC will conduct the necessary research to conduct demonstration tests along 95 and 495 Express Lanes in Virginia that will allow FHWA to assess the potential of connected vehicle technology to address the following research questions:

1. Test and assess the performance of CACC for passenger cars considering all aspects including vehicle-to-vehicle and vehicle-to-infrastructure communications, algorithms and roadway features under a managed lanes condition. It is proposed that the initial testing be performed when the facility is closed with subsequent testing under light traffic conditions. The specific time and manner for testing will be one that is mutually agreeable to all parties.
2. Test and assess the performance of Speed Harmonization for passenger cars considering all aspects including vehicle-to-vehicle and vehicle-to-infrastructure communications, algorithms and roadway features under a managed lanes condition. It is proposed that the initial testing be performed when the facility is closed with subsequent testing under light traffic conditions. The specific time and manner for testing will be one that is mutually agreeable to all parties.
3. Test and assess the performance of CACC for trucks using platooning for three trucks considering all aspects including vehicle-to-vehicle and vehicle-to-infrastructure communications, algorithms and roadway features under a managed lanes condition. It is proposed that the initial testing be performed when the facility is closed with subsequent testing under light traffic conditions. The specific time and manner for testing will be one that is mutually agreeable to all parties.

4. Test and assess the performance of lane change/merge of freeway lateral maneuvers considering all aspects including vehicle-to-vehicle and vehicle-to-infrastructure communications, algorithms and roadway features under a managed lanes condition. It is proposed that the initial testing be performed when the facility is closed with subsequent testing under light traffic conditions. The specific time and manner for testing will be one that is mutually agreeable to all parties.

COLLABORATING PARTIES' considerable expertise and resources with regard to operating and managing vehicles under managed lanes conditions will be utilized to achieve the above objectives.

Meetings

Meetings will be scheduled between FHWA-TFHRC and COLLABORATING PARTIES as needed at times and locations mutually acceptable to COLLABORATING PARTIES and FHWA-TFHRC.

Deliverables

For each technology test – a report describing the technology, testing and results in addressing the technical objectives will be delivered to each signatory to the MOU.

Contact with FHWA-TFHRC

All work will be coordinated by the FHWA-TFHRC's principal investigator.

II. RESPONSIBILITIES OF FHWA-TFHRC

FHWA will provide the test-vehicles, vehicle based sensors and radios, infrastructure based radios and sensors, drivers to conduct the demonstration and all associated communication hardware and software necessary to perform and acquire the data during the testing.

At least 10 days prior to conducting any test on the 95 and 495 Express lanes in Virginia, FHWA will provide for review by VDOT a testing plan to VDOT and Capital Beltway Express LLC/95 Express Lanes LLC (VDOT and Capital Beltway Express LLC/95 Express Lanes LLC are the COLLABORATING PARTIES for purposes of this agreement), with the goal of establishing acceptable dates, times, and locations for testing. VDOT reserves the right to reject any testing plan if the testing plans dates, times, and locations conflict with VDOT requirements.

Prior to testing, FHWA will install any infrastructure based equipment (with any protocols determined by the parties). After testing, FHWA will remove any infrastructure based equipment.

FHWA will be responsible for liability for damage resulting from negligent or wrongful acts

or omissions of its employees acting within the scope of their official duties, including conducting the research described in this agreement.

FHWA will ensure that any contractor acting on behalf of FHWA in performance of the research described in this agreement maintains vehicular or water craft damage (collision and comprehensive), liability, and general public liability insurance with limits of liability for:

- (1) Bodily Injury of not less than \$1,000,000 for each person and \$2,000,000 for each occurrence; and
- (2) Property damage of not less than \$200,000 for each accident.

FHWA will ensure that any contractor acting on behalf of FHWA in performance of the research described in this agreement shall list both FHWA and VDOT as Additional Insured Parties of any policy obtained under the contract with such contractor as required by this agreement. FHWA will provide a current copy of the policy to VDOT prior to testing.

III. OBLIGATIONS OF COLLABORATING PARTIES

COLLABORATING PARTIES will provide access to the 95 and 495 Express lanes in Virginia and provide technical direction to conduct the demonstration in a safe manner including safety training if necessary. The COLLABORATING PARTIES will also provide explicit guidelines on the timing windows available for accessing the facilities for testing and any other terms or conditions of use of the facilities. VDOT will provide review of all testing plans submitted by FHWA with the goal of establishing acceptable dates, times, and locations for testing.

The COLLABORATING PARTIES will notify and provide instructions if any escort vehicles need to be followed during the testing.

The COLLABORATING PARTIES will provide escort vehicles if necessary.

The COLLABORATING PARTIES will provide FHWA with reasonable access to property to install equipment in advance of testing and reasonable access after testing to remove equipment.

The provisions of this section require VDOT to provide only access to VDOT owned highway assets. No provisions require VDOT to assume financial responsibility neither for any testing performed under this agreement nor for any equipment required to perform such testing.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item #2

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: "Clinchco Veterans Memorial Bridge"
Commemorative Naming of the bridge on State Route 63, Big Ridge Road over the
McClure River, Dickenson County

WHEREAS, the Dickenson County Board of Supervisors wants to honor the lives and service of the men and women from Dickenson County that have served in the United States Armed Forces; and

WHEREAS, in accordance with § 33.2-213 of the *Code of Virginia*, the Dickenson County Board of Supervisors has requested, by resolution, that the Commonwealth Transportation Board, to honor the lives and service of the men and women from Dickenson County that have served in the United States Armed Forces, name the bridge on State Route 63, Big Ridge Road, over the McClure River, Dickenson County as the "Clinchco Veterans Memorial Bridge"; and

WHEREAS, the Board of Supervisors of Dickenson County has agreed to reimburse the costs associated with providing and installing the necessary signs.

NOW, THEREFORE, BE IT RESOLVED, pursuant to § 33.2-213 of the *Code of Virginia*, the Commonwealth Transportation Board hereby names the bridge on State Route 63, Big Ridge Road, over the McClure River, Dickenson County as the "Clinchco Veterans Memorial Bridge"; and

BE IT FURTHER RESOLVED, the Department of Transportation is hereby directed to fabricate and erect appropriate signs and to invoice Dickenson County for the costs related to this commemorative naming.

#####

CTB Decision Brief

Bridge Naming: “Clinchco Veterans Memorial Bridge”

Issue: Commemorative naming of the bridge on State Route 63, Big Ridge Road, over the McClure River, Dickenson County as the “Clinchco Veterans Memorial Bridge”.

Facts: On April 24, 2017, the Dickenson County Board of Supervisors passed a resolution in an effort to commemorate and honor the lives of Dickenson County’s veterans, who have served this county in both war and peace. That resolution requested that the bridge on State Route 63, Big Ridge Road, over the McClure River, Dickenson County be named the “Clinchco Veterans Memorial Bridge”.

Recommendations: The Virginia Department of Transportation (VDOT) recommends this request be approved.

Action Required by CTB: The *Code of Virginia* requires a majority of the CTB members to approve a resolution naming the bridge. A resolution will be provided for the Board’s consideration.

Result if Approved: The bridge located on State Route 63, Big Ridge Road, over the McClure River, Dickenson County, will be known and signed as the “Clinchco Veterans Memorial Bridge”.

In accordance with law, the County will reimburse the costs associated with providing and installing the necessary signs and VDOT will invoice accordingly.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: VDOT is not aware of any opposition to this proposal.

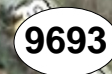
Dickenson County



McClure River

Dickenson Hwy

Proposed Bridge Naming
"Clinchco Veterans
Memorial Bridge"



Virginia Department of Transportation
Maintenance Division

CTB MEETING: July 19, 2017

Dickenson County

Proposed Bridge Naming:

"Clinchco Veterans Memorial Bridge"

P. O. Box 60
Wise, Virginia 24293
Phone (276) 321-6456
Fax (276) 328-1016

**Virginia Department
of Transportation**

Memo

To: Brack Dunn
From: Jeff Sams
CC: File
Date: May 26, 2017
Re: Bridge Naming Request

Attached please find a letter and resolution from the Dickenson County Board of Supervisors requesting the naming of a bridge for men and women from Dickenson County who have served in the military.

The bridge is structure #1035 on Route 63/Big Ridge Road near its intersection with Route 83/Dickenson Highway at the northern end of the town of Clinchco. The bridge crosses the McClure River. A section of our county highway map is attached that shows this location.

A field review as well as a review of our files shows no evidence that this bridge has been previously named.

The Board commits in the cover letter to be held responsible for the costs of fabrication, installation and maintenance of the signs.

If any additional information is needed please contact me.

Thank you very much.

Jeff Sams



DICKENSON COUNTY BOARD OF SUPERVISORS

Board of Supervisors

SHELBY WILLIS, CHAIRWOMAN
KENADY DISTRICT

RON PETERS, VICE-CHAIRMAN
SANDLICK DISTRICT

DAVID PERRY
CLINTWOOD DISTRICT

DAVID YATES
ERVINTON DISTRICT

JASON COMPTON
WILLIS DISTRICT



County Administrator
G. DAVID MOORE, JR.

P.O. Box 1098
Clintwood, Virginia 24228
Telephone: 276/926-1676
Fax: 276/926-1649
Email: dmoore@dickensonva.org

RESOLUTION

WHEREAS, many men and women from Dickenson County, Virginia have served in the United States Armed Forces; and

WHEREAS, the Dickenson County Board of Supervisors wishes to show its appreciation for these brave men and women who have served this county in war and peace.

NOW, THEREFORE BE IT RESOLVED, to commemorate and honor the lives of Dickenson County's veterans, the Dickenson County Board of Supervisors respectfully requests the Commonwealth Transportation Board and the Virginia Department of Transportation formally designate the old #9 bridge in Clinchco, Virginia as the "Clinchco Veterans Memorial Bridge."

ADOPTED this 24TH day of APRIL, 2017.

Chairwoman

ATTEST:

Teresa Rypall
Clerk

DICKENSON COUNTY BOARD OF SUPERVISORS

Board of Supervisors

SHELBY WILLIS, CHAIRWOMAN
KENADY DISTRICT

RON PETERS, VICE-CHAIRMAN
SANDLICK DISTRICT

DAVID PERRY
CLINTWOOD DISTRICT

DAVID YATES
ERVINTON DISTRICT

JASON COMPTON
WILLIS DISTRICT



County Administrator
G. DAVID MOORE, JR.

P.O. Box 1098
Clintwood, Virginia 24228
Telephone: 276/926-1676
Fax: 276/926-1649
Email: dmoore@dickensonva.org

May 4, 2017

Jeff Sams
VDOT
P.O. Box 60
Wise, VA 24293

Re: "Clinchco Veterans Memorial Bridge"

Dear Mr. Sams:

This is notification that Dickenson County will pay the expense for the fabrication and installation of the "Clinchco Veterans Memorial Bridge". This bridge is located on Route 63, Big Ridge Rd and it crosses McClure River in Clinchco, Virginia.

Do not hesitate to contact me if you need additional information.

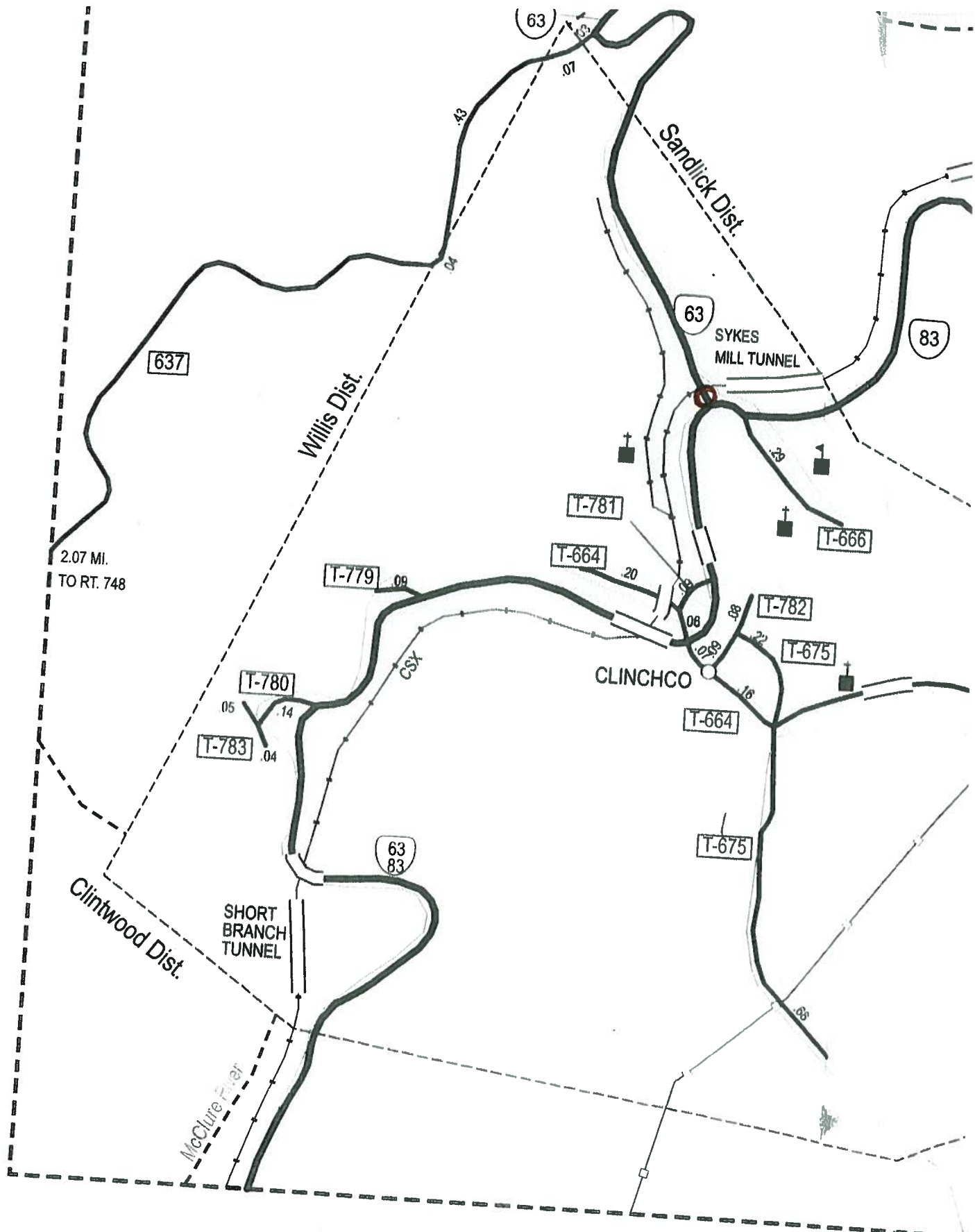
Sincerely,

G. David Moore, Jr.
County Administrator

c: Jackie Christian, VDOT ✓

GDMjr/tll





5
 TOWN OF CLINC
 four times map scale
 see notation on map cover for dista

Structure #1035 on Route 63 in Dickinson County, Va.



Google Earth





COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item #3

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Bridge Naming: “Donald R. Rash Memorial Bridge”

WHEREAS, the Tazewell County Board of Supervisors wants to memorialize the life and ultimate sacrifice of Private First Class Donald R. Rash, who gallantly gave his life in defense of the United States, the Commonwealth of Virginia, Tazewell County and fellow soldiers during the Vietnam War; and

WHEREAS, in accordance with § 33.2-213 of the *Code of Virginia*, the Tazewell County Board of Supervisors has requested, by resolution, that the Commonwealth Transportation Board (CTB), name the bridge on Route 1103, Centre Street, over Laurel Fork in the Town of Pocahontas, Tazewell County as the “Donald R. Rash Memorial Bridge”; and

WHEREAS, § 33.2-213 provides that the Virginia Department of Transportation (VDOT) shall place and maintain appropriate signs indicating the names of highways, bridges, interchanges, and other transportation facilities named by the CTB and requires that the costs of producing, placing, and maintaining such signs shall be paid by the localities in which they are located; and

WHEREAS, by resolution, Tazewell County has agreed to pay VDOT for the costs of producing, placing, and maintaining the signs calling attention to this naming.

NOW, THEREFORE, BE IT RESOLVED, pursuant to § 33.2-213 of the *Code of Virginia*, the CTB hereby names the bridge on Route 1103, Centre Street, over Laurel Fork in the Town of Pocahontas, Tazewell County as the “Donald R. Rash Memorial Bridge”; and

BE IT FURTHER RESOLVED, that VDOT is directed to produce, place, and maintain the signs calling attention to this naming, and secure payment from Tazewell County for these costs as required by law.

#####

CTB Decision Brief

Bridge Naming: “Donald R. Rash Memorial Bridge”

Issue: Commemorative naming of the bridge on Route 1103, Centre Street, over Laurel Fork, in the Town of Pocahontas, Tazewell County as the “Donald R. Rash Memorial Bridge”.

Facts: Private First Class Donald R. Rash, Company B, First Battalion, Twenty-sixth Marines, Third Division, United States Marine Corps, was killed in the line of duty near the Khe Sanh Combat Base during the Vietnam War on March 30, 1968.

While conducting a reconnaissance in force near Khe Sanh Combat Base, PFC Rash’s company suddenly came under a heavy volume of small-arms fire from a numerically superior North Vietnamese Army force occupying fortified positions. Although his squad was pinned down, PFC Rash disregarded his own safety as he unhesitatingly left a covered position and launched a determined assault against the enemy emplacements.

He fearlessly advanced across fire-swept terrain, boldly throwing hand grenades and delivering a heavy volume of rifle fire upon the enemy force, until he had destroyed five enemy positions and killed numerous North Vietnamese soldiers.

When his company was ordered to withdraw while under mortar fire, he remained behind delivering suppressive fire to cover the evacuation of casualties until he was mortally wounded.

Recommendations: The Virginia Department of Transportation (VDOT) recommends this request be approved.

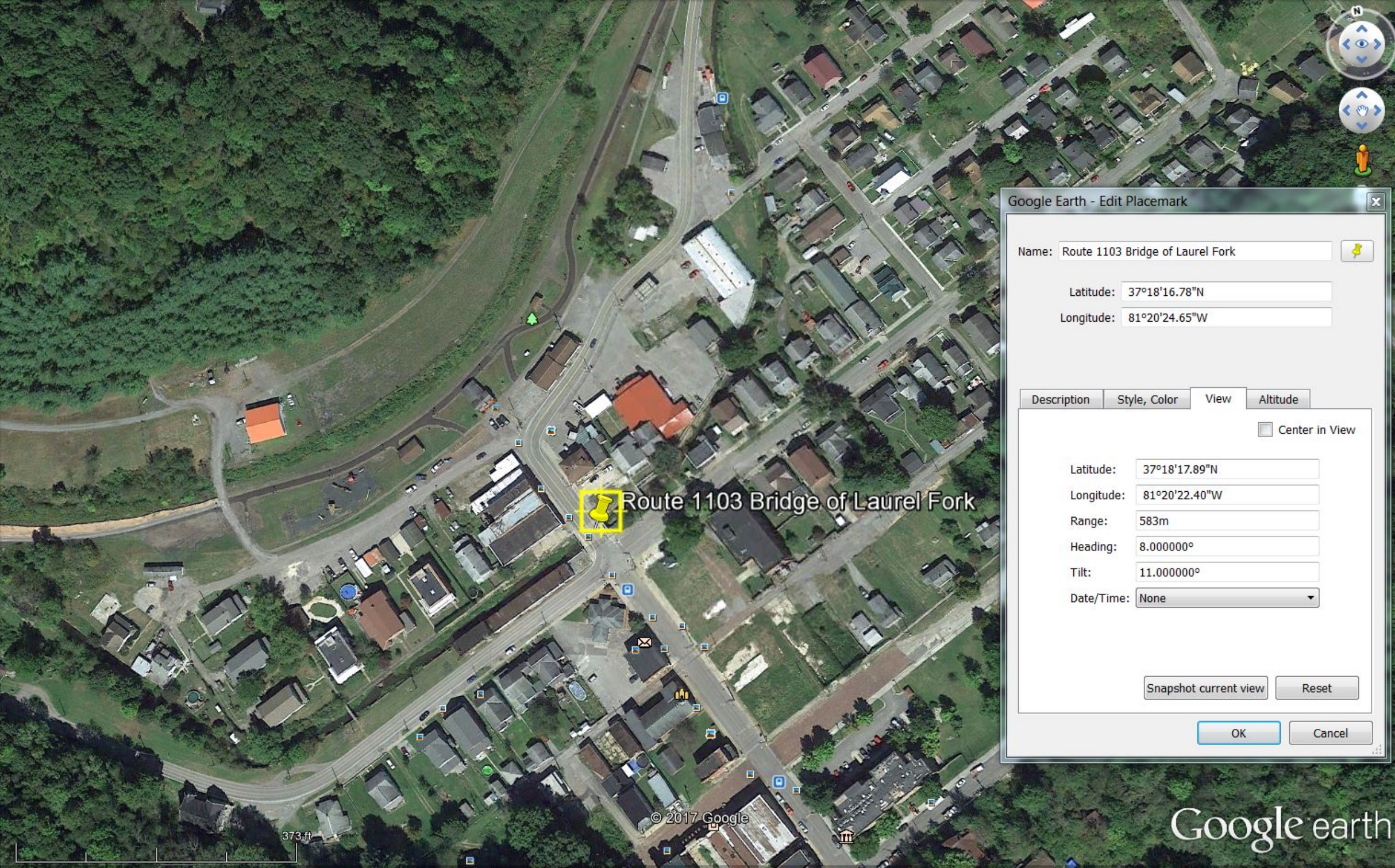
Action Required by CTB: The *Code of Virginia* requires a majority of the CTB members to approve a resolution naming a highway or bridge, as appropriate. A resolution will be provided for the Board’s consideration.

Result if Approved: The bridge on Route 1103, Centre Street, over Laurel Fork, in the Town of Pocahontas, Tazewell County will be designated as the “Donald R. Rash Memorial Bridge”.

In accordance with law, Tazewell County agrees to pay the costs of producing, placing, and maintaining the signs calling attention to this naming.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: VDOT is not aware of any opposition to this proposal.



Google Earth - Edit Placemark

Name:

Latitude:

Longitude:

Description Style, Color View Altitude

Center in View

Latitude:

Longitude:

Range:

Heading:

Tilt:

Date/Time:

Tazewell County



Proposed Bridge Naming
“Donald R. Rash
Memorial Bridge”



Route 1103 Bridge over Laurel Fork

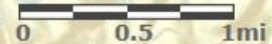




Route 1103 Bridge over Laurel Fork



Pocahontas



Layers Route Selector

> Search for a Route

Route Name
SC-1103N (Tazewell County)
SC-1103S (Tazewell County)

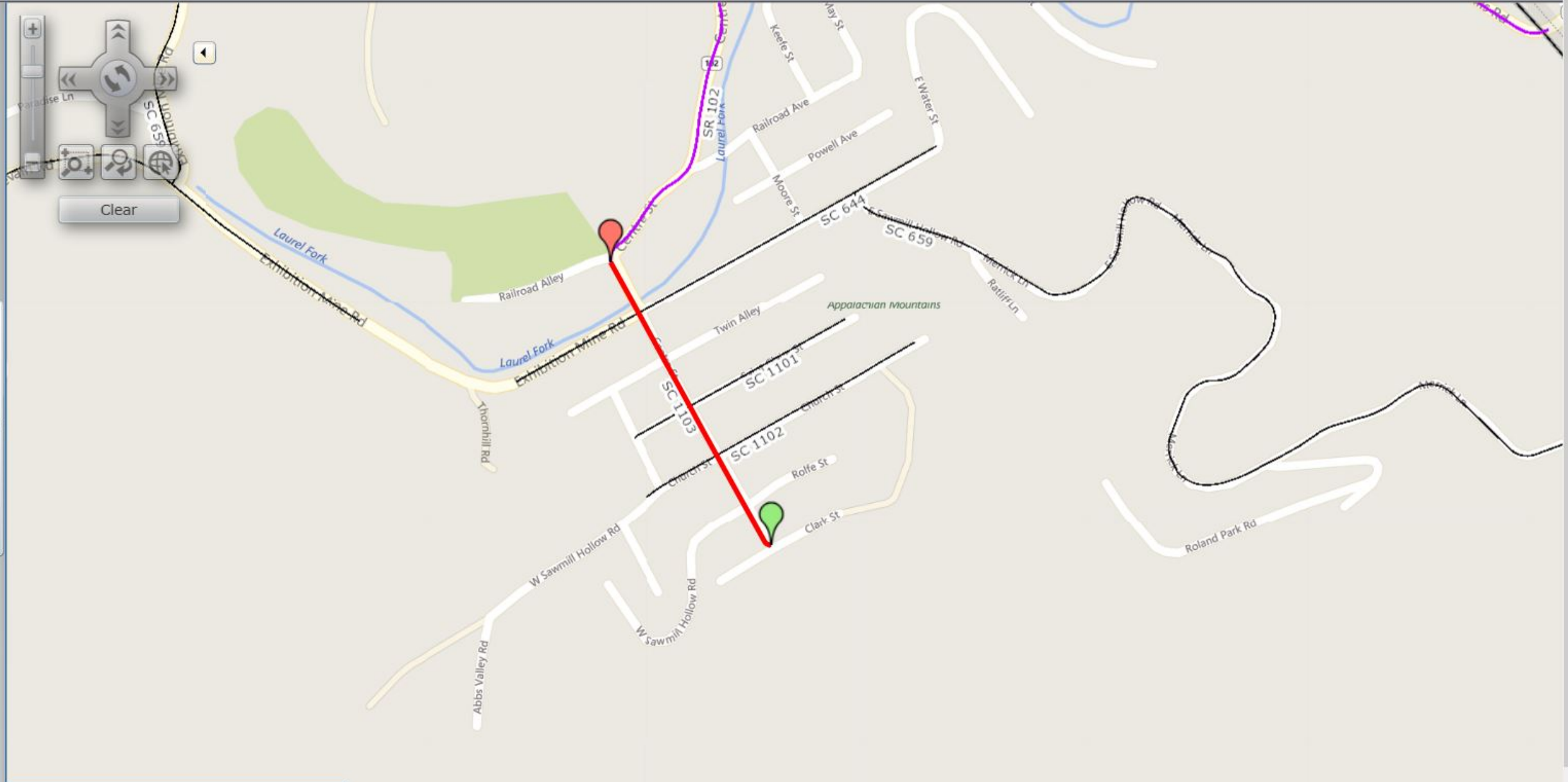
Route Name	Length	Units
SC-1103S (Tazewell County)	0.23 mi.	OSM

Start Mile (0 - 0.23)

End Mile (0 - 0.23)

Distance (mi) 0.23 (0 - 0.23)

Traffic Flow N/A



Map Scale 1:

Swipe



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item #4

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: “Veterans’ Memorial Bridge”
Commemorative Naming of the bridge on State Route 340, North Shenandoah Avenue
over the south fork of the Shenandoah River, Warren County

WHEREAS, the Warren County Board of Supervisors wants to honor the lives and service of the men and women that have served in the United States Armed Forces; and

WHEREAS, in accordance with § 33.2-213 of the *Code of Virginia*, the Warren County Board of Supervisors has requested, by resolution, that the Commonwealth Transportation Board, to honor the lives and service of the men and women that have served in the United States Armed Forces, name the bridge on State Route 340, North Shenandoah Avenue, over the south fork of the Shenandoah River, Warren County, as the “Veterans’ Memorial Bridge”; and

WHEREAS, the Board of Supervisors of Warren County has agreed to reimburse the costs associated with providing and installing the necessary signs.

NOW, THEREFORE, BE IT RESOLVED, pursuant to § 33.2-213 of the *Code of Virginia*, the Commonwealth Transportation Board hereby names the bridge on State Route 340, North Shenandoah Avenue, over the south fork of the Shenandoah River, Warren County, as the “Veterans’ Memorial Bridge”; and

BE IT FURTHER RESOLVED, the Department of Transportation is hereby directed to fabricate and erect appropriate signs and to invoice Warren County for the costs related to this commemorative naming.

#####

CTB Decision Brief

Bridge Naming: “Veterans’ Memorial Bridge”

Issue: Commemorative naming of the bridge on State Route 340, North Shenandoah Avenue, over the south fork of the Shenandoah River, Warren County, as the “Veterans’ Memorial Bridge”.

Facts: Warren County strongly supports the efforts and sacrifices made by all men and women who have served in the United States Armed Forces. These great men and women strived to protect this nation and preserve the way of life of its citizens. Some of these men and women fought to protect other countries in foreign lands. As 250,000 service men and women transition each year out of the Armed Forces and return home, some struggle to make a smooth transition into civilian life. These brave, patriotic men and women deserve to be memorialized.

On May 17, 2016, the Warren County Board of Supervisors passed a resolution in an effort to commemorate and honor the lives and service of veterans, who have served this county in both war and peace. That resolution requested that the bridge on State Route 340, North Shenandoah Avenue, over the south fork of the Shenandoah River, Warren County as the “Veterans’ Memorial Bridge”.

Recommendations: The Virginia Department of Transportation (VDOT) recommends this request be approved.

Action Required by CTB: The *Code of Virginia* requires a majority of the CTB members to approve a resolution naming the bridge. A resolution will be provided for the Board’s consideration.

Result if Approved: The bridge located on State Route 340, North Shenandoah Avenue, over the south fork of the Shenandoah River, Warren County as the “Veterans’ Memorial Bridge”.

In accordance with law, the County will reimburse the costs associated with providing and installing the necessary signs and VDOT will invoice accordingly.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: VDOT is not aware of any opposition to this proposal.



Warren County



Proposed Bridge Naming
"Veterans' Memorial Bridge"

South Fork
Of the Shenandoah
River

Town of Front Royal



Warren County

Proposed Bridge Naming:

"Veterans' Memorial Bridge"



Virginia Department of Transportation
Maintenance Division
CTB MEETING: July 19, 2017

COUNTY OF WARREN



County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

May 19, 2016

BOARD OF SUPERVISORS

CHAIR
Linda P. Glavis
South River District

VICE-CHAIR
Archie A. Fox
Fork District

Tony F. Carter
Happy Creek District

Daniel J. Murray, Jr.
North River District

Thomas H. Sayre
Shenandoah District

Mr. Charles A. Kilpatrick, PE
Commissioner
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219

Dear Mr. Kilpatrick:

The Warren County Board of Supervisors, at its regular meeting of May 17, 2016, adopted the enclosed resolution requesting the Virginia Commonwealth Transportation Board to name the new bridge crossing the South Fork of the Shenandoah River in Front Royal as "Veterans' Memorial Bridge" in honor of veterans of all eras from the Northern Shenandoah Valley area.

Sincerely,

Douglas P. Stanley
County Administrator

Enclosure

JCS

cc: Edwin Carter, VDOT Edinburg Residency
Dan Murray, North River Supervisor
Steve Burke, Front Royal Town Manager
Richard Crawford



RESOLUTION

***of the Board of Supervisors of Warren County
Requesting the Naming of the Replacement Bridge
over the South Fork of the Shenandoah River
as Veterans' Memorial Bridge***

WHEREAS Warren County strongly supports the efforts and sacrifices made by all men and women who have served the United States Armed Forces, and

WHEREAS these great men and women strived to protect this great nation and preserve the way of life of its citizens, and

WHEREAS some of these men and women fought to protect other countries in foreign lands, and

WHEREAS there are currently more than 21 million veterans who have served in the armed forces and more than 250,000 service members transition out of the armed forces each year, and


WHEREAS as veterans return home, they struggle to make a smooth transition into civilian life, and

WHEREAS it is only fitting that these brave patriotic men and women who served this great nation be memorialized.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Warren County, Virginia recognizes the unselfish dedication and determination demonstrated by these brave patriots.


BE IT FINALLY RESOLVED that the Warren County Board of Supervisors requests that the Virginia Commonwealth Transportation Board give serious consideration to the naming of the new bridge crossing the South Fork of the Shenandoah River as "Veterans' Memorial Bridge" in honor of the veterans of all eras from the Northern Shenandoah Valley area.

Adopted: May 17, 2016



Chair, Board of Supervisors
County of Warren, Virginia

Attest:



Clerk, Board of Supervisors
County of Warren, Virginia



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 5

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By:

Seconded By:

Action:

Title: Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2018-2023

WHEREAS, Section 33.2-214(B) of the *Code of Virginia* requires the Commonwealth Transportation Board (Board) to adopt by July 1st of each year a Six-Year Improvement Program (Program) of anticipated projects and programs and that the Program shall be based on the most recent official revenue forecasts and a debt management policy; and

WHEREAS, after due consideration the Board adopted a Final Fiscal Years 2018-2023 Program on June 20, 2017; and

WHEREAS, the Board is required by Sections 33.2-214(B) and 33.2-221(C) of the *Code of Virginia* to administer and allocate funds in the Transportation Trust Fund; and

WHEREAS, Section 33.2-214(B) of the *Code of Virginia* provides that the Board is to coordinate the planning for financing of transportation needs, including needs for highways, railways, seaports, airports, and public transportation and is to allocate funds for these needs pursuant to Sections 33.2-358 and 58.1-638 of the *Code of Virginia*, by adopting a Program; and

Resolution of the Board
Addition of Projects to the SYIP
July 19, 2017
Page Two

WHEREAS, Section 58.1-638 authorizes allocations to local governing bodies, transportation district commissions, or public service corporations for, among other things, capital project costs for public transportation and ridesharing equipment, facilities, and associated costs; and

WHEREAS, the projects shown in Appendix A were not included in the FY 2018-2023 Program adopted by the Board on June 20, 2017; and

WHEREAS, the Board recognizes that the projects are appropriate for the efficient movement of people and freight and, therefore, for the common good of the Commonwealth.

NOW, THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board, that the projects shown in Appendix A are added to the Six-Year Improvement Program of projects and programs for Fiscal Years 2018 through 2023 and are approved.

####

CTB Decision Brief

Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2018 - 2023

Issue: Each year the Commonwealth Transportation Board (CTB) must adopt a Six-Year Improvement Program (Program) and allocations in accordance with the statutory formula.

Facts: The CTB must adopt a Program of anticipated projects and programs by July 1st of each year in accordance with Section 33.2-214(B) of the *Code of Virginia*. On June 20, 2017, after due consideration, the CTB adopted a Final FY 2018-2023 Program. The projects shown in Appendix A were not in the Final FY 2018-2023 Program adopted by the CTB.

Recommendations: The Virginia Department of Transportation (VDOT) recommends the addition of the projects in Appendix A to the Program for FY 2018–2023.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to add the projects listed in Appendix A to the Program for FY 2018–2023 to meet the CTB’s statutory requirements.

Result, if Approved: If the resolution is approved, the projects listed in Appendix A will be added to the Program for FY 2018-2023.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

**Appendix A
Amendments to the FY2018-2023 SYIP**

Row	UPC	District	Jurisdiction	Route	Project Description	Total Cost	Total Allocation	Balance	Major Fund Source	Fully Funded
NA	T-20565	Salem	Henry	-	Environmental Study for the Patriot Center Connector	\$1,600,000	\$1,600,000	\$0	STP Population	Yes
Total						\$1,600,000	\$1,600,000	\$0		



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 6

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: Seconded By:

Action:

Title: FY18-23 Six-Year Improvement Program Transfers
for May 24 through June 22, 2017

WHEREAS, Section 33.2-214(B) of the Code of Virginia requires the Commonwealth Transportation Board (Board) to adopt by July 1st of each year a Six-Year Improvement Program (Program) of anticipated projects and programs. On June 20, 2017, a resolution was approved to allocate funds for the Fiscal Years 2018 through 2023 Program; and

WHEREAS, the Board authorized the Commissioner, or his designee, to make transfers of allocations programmed to projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2018 through 2023 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2018 through 2023 consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project; and

Table with 2 columns: Total Cost Estimate and Threshold. Rows include categories like <\$5 million, \$5 million to \$10 million, and >\$10 million with corresponding allocation increase thresholds.

Resolution of the Board

FY18-23 Six-Year Improvement Program Transfers for May 24 through June 22, 2017

July 19, 2017

Page Two

WHEREAS, the Board directed that (a) the Commissioner shall notify the Board on a monthly basis should such transfers or allocations be made; and (b) the Commissioner shall bring requests for transfers of allocations exceeding the established thresholds to the Board on a monthly basis for its approval prior to taking any action to record or award such action; and

WHEREAS, the Board is being presented a list of the transfers exceeding the established thresholds attached to this resolution and agrees that the transfers are appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board, that the attached list of transfer requests exceeding the established thresholds is approved and the specified funds shall be transferred to the recipient project(s) as set forth in the attached list to meet the Board's statutory requirements and policy goals.

####

CTB Decision Brief

FY2018-2023 Six-Year Improvement Program Transfers for May 24, 2017 through June 22, 2017

Issue: Each year the Commonwealth Transportation Board (CTB) must adopt a Six-Year Improvement Program (Program) in accordance with statutes and federal regulations. Throughout the year, it may become necessary to transfer funds between projects to have allocations available to continue and/or initiate projects and programs adopted in the Program.

Facts: On June 20, 2017, the CTB granted authority to the Commissioner of Highways (Commissioner), or his designee, to make transfers of allocations programmed to projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2018 through 2023 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2018 through 2023 consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project:

Total Cost Estimate	Threshold
<\$5 million	up to a 20% increase in total allocations
\$5 million to \$10 million	up to a \$1 million increase in total allocations
>\$10 million	up to a 10% increase in total allocations up to a maximum of \$5 million increase in total allocations

In addition, the CTB resolved that the Commissioner should bring requests for transfers of allocations exceeding the established thresholds to the CTB on a monthly basis for its approval prior to taking any action to record or award such action.

The CTB will be presented with a resolution for formal vote to approve the transfer of funds exceeding the established thresholds. The list of transfers from May 24, 2017 through June 22, 2017 is attached.

Recommendations: VDOT recommends the approval of the transfers exceeding the established thresholds from donor projects to projects that meet the CTB's statutory requirements and policy goals.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to adopt changes to the Program for Fiscal Years 2018 – 2023 that include transfers of allocated funds exceeding the established thresholds from donor projects to projects that meet the CTB's statutory requirements and policy goals.

Result, if Approved: If approved, the funds will be transferred from the donor projects to projects that meet the CTB's statutory requirements and policy goals.

CTB Decision Brief

FY18-23 Six-Year Improvement Program Transfers for May 24 through June 22, 2017

July 19, 2017

Page Two

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

**Six-Year Improvement Program Allocation Threshold Transfer Report
June 2017**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comment
1	Northern Virginia	TYSONS METRORAIL ACCESS IMPROVEMENTS	100469	Northern Virginia	LEESBURG PIKE (RTE 7) UNDER CHAIN BRIDGE RD (RTE 123) SOUTH	103281	CMAQ:MPO - Federal; CMAQ:MPO - State Match	520,000	2,470,000	1,914,000	21.1%	Transfer of surplus funds recommended by District from the Metrorail Access Balance Entry line item to fund a scheduled project
2	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Northern Virginia	VA-289E BRIDGE OVER ACCOTINK CREEK, ADD BARRIER, FOA TO GR	106362	Highway Safety Improvements:Federal; Highway Safety Improvements:State Match	321,670	714,722	714,722	45.0%	Transfer of surplus funds recommended by District and Traffic Engineering Division from the District Safety Balance Entry line item to fund a scheduled project
3	Northern Virginia	Reston METRORAIL Access Group (RMAG) Recommendations	100470	Northern Virginia	ROUTE 50 AND WOODLAWN AVENUE INTERSECTION	108502	STP:Statewide - Federal; STP:STP Statewide - Soft Match	300,000	1,475,000	1,473,985	20.3%	Transfer of surplus funds recommended by District from the Metrorail Access Balance Entry line item to fund a scheduled project
4	Northern Virginia	BUILD INTERCHANGE @ RT 29 & LINTON HALL RD IN GAINESVILLE	52326	Northern Virginia	TRANSFORM 66 CM TMP - RTE 15 AND I66 HAYMARKET P&R LOT	109486	Interstate:Federal; Interstate:State Match	1,218,609	6,218,609	6,218,609	19.6%	Transfer of surplus funds recommended by District from a completed project to fund a scheduled project

**Six-Year Improvement Program Allocation Transfer Threshold Report
June 2017**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comment
A	Lynchburg	RTE 6/151 - CONSTRUCT LEFT TURN LANE AT RTE 635	104676	Lynchburg	RTE 630 - SPOT SHOULDER WIDENING	108103	Highway Safety Improvements:Federal; Highway Safety Improvements:Soft Match	72,013	437,013	1,902,301	16.5%	Transfer of surplus funds recommended by District and Traffic Engineering Division from an underway project to scheduled project
B	Northern Virginia	District Closeout Balance Entry - Northern Virginia; Formula Fund Balance Entry - Northern Virginia	-11515; -11514	Northern Virginia	Bridge Decks Replacement and Widening of Route 7 over DATR	82135	Bond Match:State Bond Match; Districtwide:Federal; Minimum Guarantee:Federal; Primary Formula:State	1,000,000	47,474,232	47,474,231	2.1%	Transfer of surplus funds recommended by District from the District Formula and Closeout Balance Entry line items to fund an underway project
C	Northern Virginia	WIDEN TO 6-LANES FROM SULLY ROAD (RT 28) TO POLAND ROAD	68757	Northern Virginia	ARRA ARLINGTON BLVD RTE 50, 10TH ST & COURTHOUSE RD INTERCH	93526	Minimum Guarantee:Federal; Soft Match:Federal	227,254	32,549,179	22,218,100	0.7%	Transfer of surplus funds recommended by District from a completed project to fund an underway project
D	Northern Virginia	TYSONS METRORAIL ACCESS IMPROVEMENTS	100469	Northern Virginia	LEESBURG PIKE (RTE 7) UNDER CHAIN BRIDGE RD (RTE123) NORTH	103280	CMAQ:MPO - Federal; CMAQ:MPO - State Match	80,000	2,380,000	2,255,000	3.4%	Transfer of surplus funds recommended by District and MPO from the Metrorail Access Balance Entry line item to fund a scheduled project
E	Statewide	STATEWIDE BRIDGE BALANCE ENTRY	-16981	Richmond	RTE 460 BUS - BRIDGE REPLACEMENT	18964	Bond Match:State Bond Match; Bridge Replacement:Federal	444	13,685,162	13,448,212	0.0%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the Statewide Bridge Balance Entry line item to fund an underway project



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 7

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: Seconded By:

Action:

**Title: Approval of Proposed Limited Access Control Changes
(LACCs) for Interstate 95 and Route 3 Interchange
City of Fredericksburg**

WHEREAS, on October 4, 1956, the State Highway Commission, predecessor to the Commonwealth Transportation Board (CTB), designated the Interstate Highway System, including I-95, to be Limited Access Highways in accordance with then Article 3, Chapter 1, Title 33 of the Code of Virginia of 1950, as amended, and established the limited access line locations and limits as “the final locations of said routes, including all necessary grade separations, interchanges, ramps, etc.”; and

WHEREAS, the proposed Project involves interchange safety improvements, design and construction of additional lanes and signalization on Route 3 at the I-95 Interchange. As a result of the Project, the limited access line for interstate 95 adjacent to Route 3 will need to be changed as noted on the exhibits and the limited access table; and

WHEREAS, a Design Public Hearing was held at the Fredericksburg Hospitality House and Conference Center The Washington Room, 2801 Plank Road, Fredericksburg, VA 22401 on Tuesday July 19, 2016, between 5:00 pm and 7:00 pm for the purpose of considering proposed State Highway Project 0095-111-278, UPC 107715 (“Interstate 95 and Route 3 Interchange - Safety Improvements” or “Project”); and

WHEREAS, proper notice of the Design Public Hearing was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, their statements being duly recorded; and

WHEREAS, the economic, social and environmental effects of the proposed project have been duly examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed; and

WHEREAS, the traffic analysis for the project was completed by VDOT and is part of the IMR (Interchange Modification Report) that was approved July 6, 2016; and

WHEREAS, this project is in compliance with the National Environmental Policy Act (NEPA) requirements in cooperation with the Federal Highway Administration (FHWA) and in accordance with federal guidelines for a Programmatic Categorical Exclusion provided by FHWA on July 18, 2016; and

WHEREAS, the City of Fredericksburg has, by letter dated June 6, 2017, endorsed the project and the proposed LACCs as presented; and

WHEREAS, the FHWA has provided the requisite approval for State Highway Project 0095-111-278, UPC 107715 and the proposed LACC; and

WHEREAS, this project is located in an area designated as attainment for air quality and was covered under the Environmental Assessment for the Rappahannock River Crossing I-95 SB/NB improvements; the District, with FHWA concurrence, has determined that no further air/noise studies are needed; and

WHEREAS, the Chief Engineer has determined that the proposed change will not adversely affect the safety or operation of the highways; and

WHEREAS, the Department has reviewed the requested change and determined that all requirements of 24 VAC 30-401-20 have been met; and

WHEREAS, VDOT recommends approval of the LACC as proposed and seeks authorization for the Commissioner to take all actions necessary to implement that decision;

NOW, THEREFORE, BE IT RESOLVED, in accordance with section 33.2-401 of the *Code of Virginia* (1950), as amended, and 24 VAC 30-401-20, the CTB hereby finds and concurs with the determinations and recommendations made by VDOT and approves the limited access change recommended by VDOT.

Resolution of the Board
Proposed Limited Access Control Changes (LACC)
Safety Improvements Interstate 95 and Route 3 Interchange
City of Fredericksburg
July 19, 2017
Page Three

BE IT FURTHER RESOLVED, that the Commissioner of Highways is hereby authorized to take all actions and execute any and all documents needed to comply with this resolution.

####

CTB Decision Brief
Proposed Limited Access Control Changes
Interstate 95 and Route 3 Interchange
Project 0095-111-278,
UPC 107715
City of Fredericksburg

Issues: The proposed project, consisting of State Highway Project 0095-111-278, UPC 107715 (“Safety Improvements Interstate 95 and Route 3 Interchange” or “Project”) will improve the interchange safety by adding additional lanes and signalization.

The project will require modification to the Limited Access Control Line along I-95, (Limited Access Control Change or LACC) in the City of Fredericksburg, as proposed and noted in the attachment. Pursuant to §33.2-401, the Commonwealth Transportation Board (CTB) must approve this LACC and the request to authorize the Commissioner of Highways to take action to implement this change.

Facts:

- This change is not covered by the General Rules and Regulations of the CTB or by the Land Use Permit Regulations, thus requiring action by the CTB.
- The written determination of the Chief Engineer regarding this proposed project is attached for your consideration.
- A Design Public Hearing was held on Tuesday July 19, 2016, between 5:00 pm and 7:00 pm at the Fredericksburg Hospitality House and Conference Center in the Washington Room 2801 Plank Road, Fredericksburg , VA 22401.
- Proper notice of the Design Public Hearing was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed Project as presented, their statements being duly recorded in emails and comment sheets.
- The economic, social and environmental effects of the proposed project have been duly examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.
- The traffic analysis for the project was completed by VDOT and is part of the IMR (Interchange Modification Report) that was approved July 6, 2016.
- This project is in compliance with the National Environmental Policy Act (NEPA) requirements in cooperation with the Federal Highway Administration (FHWA) and in accordance with federal guidelines for a Programmatic Categorical Exclusion provided by FHWA on July 18, 2016.
- The Project is in the City of Fredericksburg which has, by letter dated June 6, 2017, endorsed the project and the proposed LACCs as presented.
- FHWA has provided the requisite approval for State Highway Project 0095-111-278, UPC 107715 and the proposed LACC on June 26, 2017.
- This project is located in an area designated as attainment for air quality and was covered under the Environmental Assessment for the Rappahannock River Crossing I-95 SB/NB improvements; the District, with FHWA concurrence, has determined that no further air/noise studies are needed.

- The Chief Engineer has determined that the proposed change will not adversely affect the safety or operation of the highways.
- The proposed LACC is in compliance with the policies and requirements of the CTB contained in Title 24, Agency 30, Chapter 401 of the *Virginia Administrative Code*.

Recommendations: It is recommended that the CTB approve the resolution authorizing the LACC on I-95 at Route 3. VDOT further recommends that you authorize the Commissioner to take all actions necessary to implement that decision.

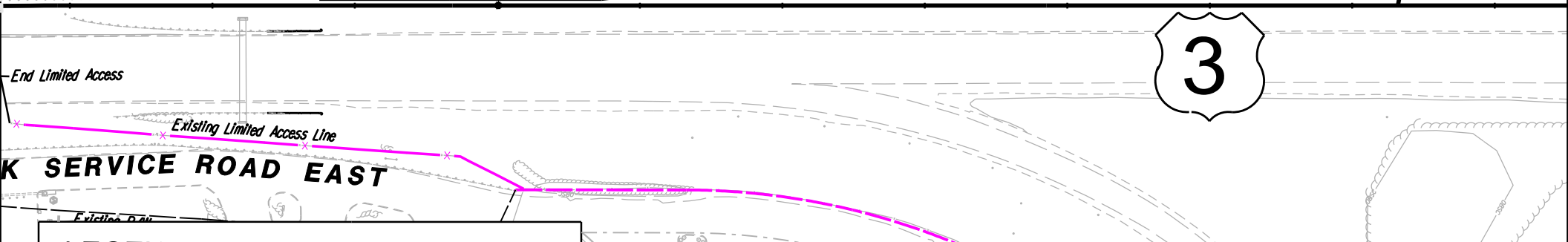
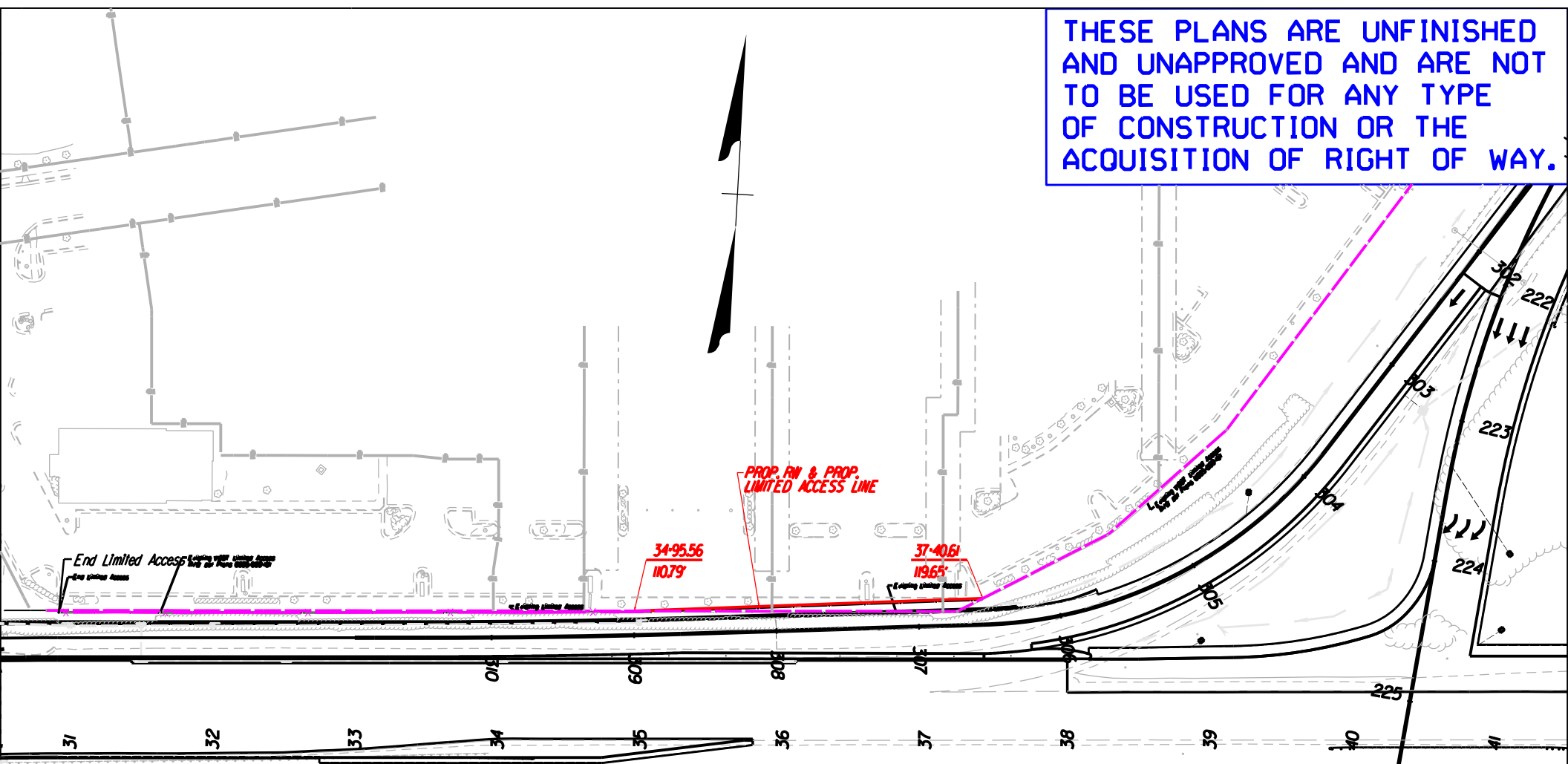
Action Required by CTB: Virginia Code § 33.2-401 requires a majority vote of the CTB to approve the recommended LACC. The CTB will be presented with a resolution for a formal vote to approve the LACC and to provide the Commissioner of Highways the requisite authority to execute all documents necessary to implement the LACC.

Result, if Approved: The temporary limited access control change will be authorized and the Commissioner of Highways will be authorized to execute any and all documents needed to comply with the resolution, and the Safety Improvements at the Interstate 95 and Route 3 Interchange will move forward.



Options: Approve, Deny, or Defer.

Public Comments/Reactions: Seventy-nine (79) citizens attended the hearing. There were seventeen (17) written comments, seven (7) oral comments and four (4) email comments received for the record. Twenty-three (23) comments supported the project, four (4) were against and one was unsure.

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.



LEGEND


	EXISTING LIMITED ACCESS
	PROPOSED LIMITED ACCESS



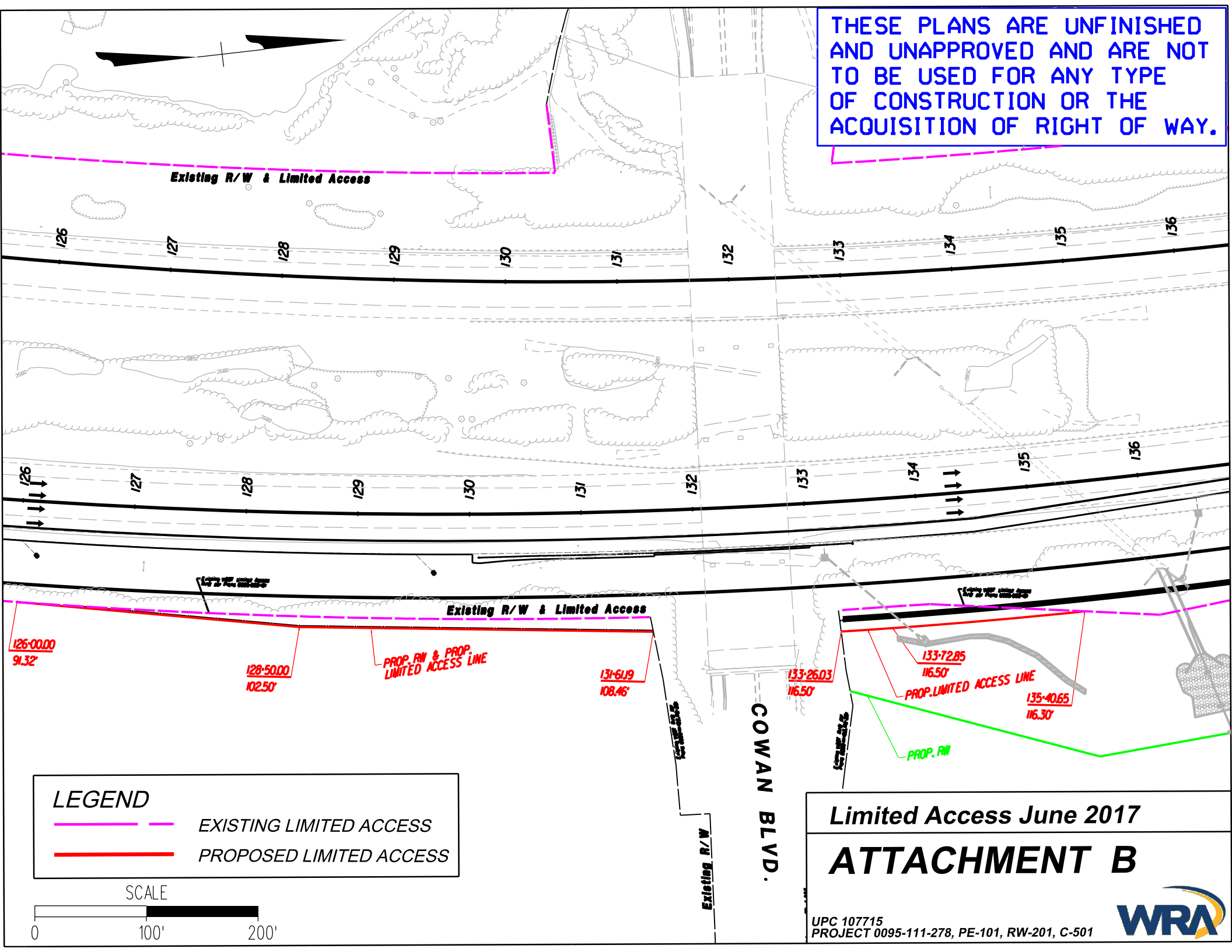
Limited Access June 2017

ATTACHMENT A

UPC 107715
PROJECT 0095-111-278, PE-101, RW-201, C-501

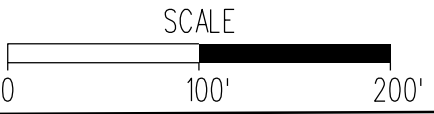


THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.



LEGEND

- EXISTING LIMITED ACCESS
- PROPOSED LIMITED ACCESS

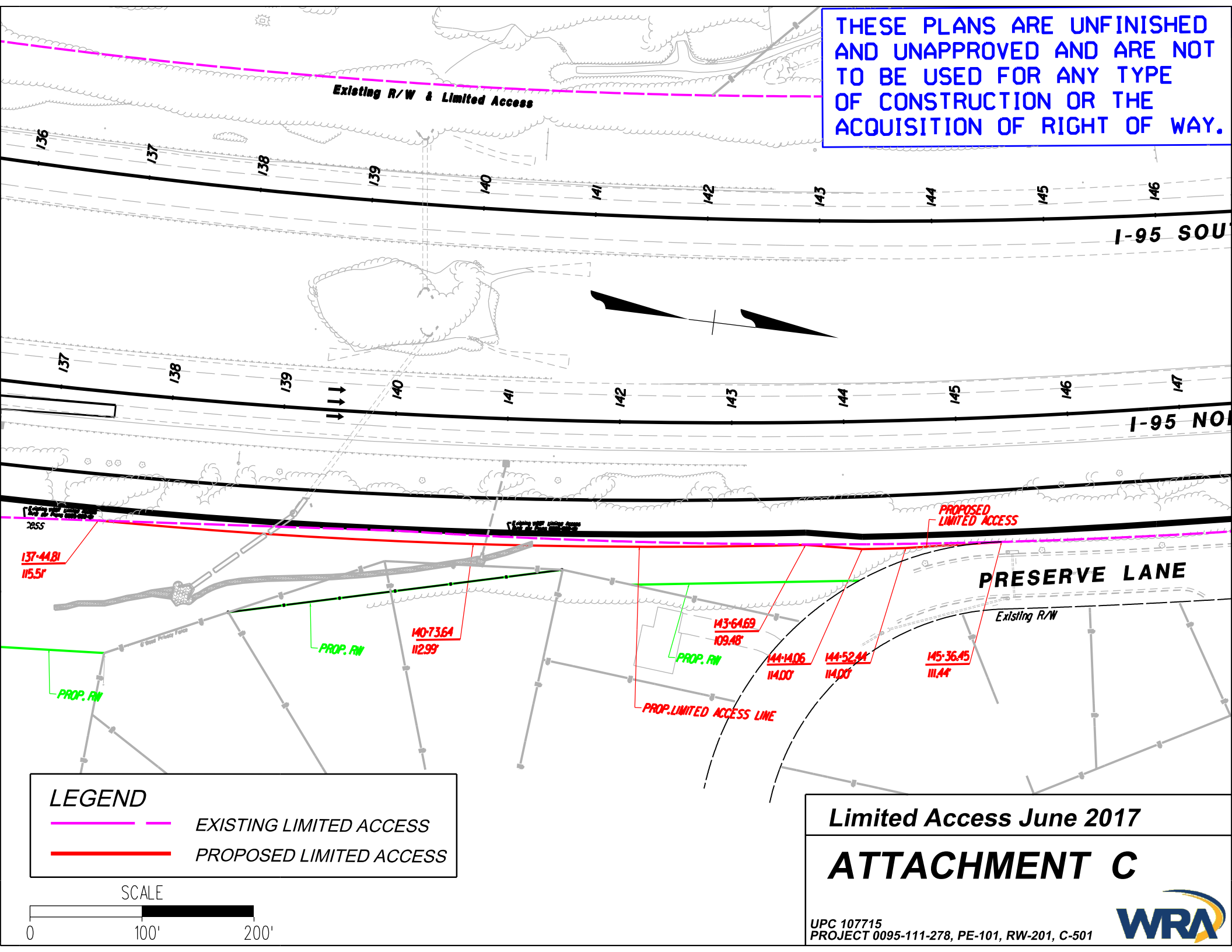


Limited Access June 2017

ATTACHMENT B


UPC 107715
PROJECT 0095-111-278, PE-101, RW-201, C-501

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.



LEGEND
 --- EXISTING LIMITED ACCESS
 --- PROPOSED LIMITED ACCESS

SCALE
 0 100' 200'

Limited Access June 2017
ATTACHMENT C
 UPC 107715
 PROJECT 0095-111-278, PE-101, RW-201, C-501




VICINITY MAP
I-95 SAFETY
IMPROVEMENTS
AT ROUTE 3

CITY OF FREDERICKSBURG/STAFFORD COUNTY, VIRGINIA



Timothy J. Baroody
City Manager



City of Fredericksburg
P.O. Box 7447
Fredericksburg, VA 22404-7447
Telephone: 540 372-1010
Fax: 540 372-1201

D. Mark Whitley
Assistant City Manager

Doug Fawcett
Assistant City Manager

June 6, 2017

Ms. Gale Dickerson, P.E.
Area Construction Engineer
Virginia Department of Transportation
Fredericksburg District
87 Deacon Road
Fredericksburg, VA 22405

May 31, 2017

Dear Ms. Dickerson,

I am writing to confirm that the City of Fredericksburg enthusiastically supports the I-95 / Route 3 Safety Improvements project.

We support the project as presented at the Design Public Hearing on July 19th, 2016 and as awarded under the current Design Build contract.

The City understands that the location of Limited Access Right of Way in the vicinity of Route 3 at Central Park will be adjusted slightly, as will the location of the Limited Access Right of Way along Northbound I-95.

The City of Fredericksburg looks forward to the successful completion of this project and appreciates VDOT's outreach and coordination efforts.

Should you need additional input or comments from the City, please let me know.

Sincerely,

Timothy J. Baroody
City Manager



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219 2000

Charles A. Kilpatrick, P.E.
Commissioner

June 6, 2017

Ms. Jessie Yung, P.E.
Division Administrator
Federal Highway Administration
P.O. Box 10249
400 N. 8th Street Room 750
Richmond, Virginia 23240-0249

Attention Ms. Janice L. Williams

Interstate I-95/ VA State Route 3
Bridge Replacement and Interchange Modification
Projects: 0095-111-278, P101, R201, C501 (UPC 107715)
Federal Project Numbers: OC-095-2(535)
City of Fredericksburg

Request for Modified Limited Access Line

Dear Ms. Yung,

As you are aware, The Virginia Department of Transportation (VDOT) is administering a Design Build Contract developing plans for safety improvements at the I-95 Route 3 interchange (Exit 130). This project consists of modifying the SB off ramp from I-95 to WB Route 3, widening the ramp and splitting the movements directed toward WB Route 3 and the Central Park Shopping Center. The project also eliminates the EB Route 3 to NB I-95 loop and provides triple left turn for this movement, accessing a widened NB on Ramp, eliminating a weave condition on NB I-95. I-95 was designated as a Limited Access Highway by the State Highway Commission, predecessor to the Commonwealth Transportation Board (CTB), on October 4, 1956. The Interchange Modification Report (IMR for this project was approved by the FHWA on July 6, 2016. The NEPA Programmatic Categorical Exclusion was approved July 18, 2016. The VDOT Deputy Chief Engineer provided Design Approval on September 1, 2016, following the Public Hearing.

As a result of the design concept developed by the Design Build Team, the Limited Access

Line along the east side of I-95, along the northbound ramp, and along the north side of Route 3 needs to be modified to encompass the required ramp construction.

Therefore, VDOT is requesting your concurrence in modifications to the existing limited access line along I-95 and Route 3s shown on the attached plan sheets and the control point table.

Attached please find a copy of the Location Map, exhibits showing each of the individual areas of LACC, the Limited Access Point Table, copies of the pertinent plan sheets, and a letter of support from the City of Fredericksburg.

VDOT approves of the Limited Access Control Changes as shown on the plan sheets and point control table. We are requesting a quick review and approval of these limited access changes so that the Commonwealth Transportation Board can approve the changes at their meeting on July 19, 2017.

If additional information is needed, please contact Mr. Richard C. Worssam, P.E. at 804.786.2501.

Sincerely,



Susan H. Keen, P.E.
State Location and Design Engineer

Approved: James Williams Date 6-26-17

Enclosure
1 Copy Plan Sheets
Control Point Table



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219 2000

Charles A. Kilpatrick, P.E.
Commissioner

July 1, 2017

The Honorable Aubrey L. Layne, Jr.
The Honorable Charles A. Kilpatrick, P. E.
The Honorable Jennifer Mitchell
The Honorable Jerry L. Stinson II
The Honorable Henry "Hap" Connors, Jr.
The Honorable Mary Hughes Hynes
The Honorable Allison DeTuncq
The Honorable Shannon Valentine
The Honorable F. Gary Garczynski
The Honorable Carlos M. Brown
The Honorable William H. Fralin, Jr.
The Honorable F. Dixon Whitworth, Jr.
The Honorable E. Scott Kasprowicz
The Honorable Court G. Rosen
The Honorable Marty Williams
The Honorable John Malbon
The Honorable Greg Yates


Subject: Approval of Limited Access Control Change (LACC) on Safety Improvements Interstate 95 and Route 3 Interchange in the City of Fredericksburg

Dear Commonwealth Transportation Board Members:

The Department has initiated the above request for limited access control changes (LACCs) for your consideration. The proposed limited access control changes on State Highway Project 0095-111-278, P101, R201, C501 provides for an adjustment in the limited access on Interstate 95 North at Route 3. These adjustments in limited access control are needed to provide Safety Improvements on Interstate 95 and Route 3 Interchange in the City of Fredericksburg. It has been determined that these adjustments in limited access control are required for the project and are recommended for approval by the Department's staff.

I have reviewed the staff's recommendations and determined that approving these limited access control changes will not adversely affect the safety or operation of the affected highway network. I have determined that this request should be considered by the Board.

Sincerely,


Garrett W. Moore, P.E.
Chief Engineer

VirginiaDOT.org
WE KEEP VIRGINIA MOVING

I-95 Safety Improvements at Route 3

Limited Access Points

Attachment	Station	Baseline	Offset
A	34+95.56	Route 3	110.79'
A	37+40.61	Route 3	119.65'
B	126+00.00	NB I-95	91.32'
B	128+50.00	NB I-95	102.50'
B	131+61.19	NB I-95	108.46'
B	133+26.03	NB I-95	116.50'
B	133+72.85	NB I-95	116.50'
B	135+40.65	NB I-95	116.30'
C	137+44.81	NB I-95	115.51'
C	140+73.64	NB I-95	112.99'
C	143+64.69	NB I-95	109.48'
C	144+14.06	NB I-95	114.00'
C	144+52.44	NB I-95	114.00'
C	145+36.45	NB I-95	111.44'



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 8

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: Seconded By:

Action:

Title: Approval of Proposed Limited Access Control Change (LACC) Route 606 (Mudd Tavern Road) Improvements East of I-95 Spotsylvania County

WHEREAS, on October 4, 1956, the State Highway Commission, predecessor to the Commonwealth Transportation Board (CTB), designated the Interstate Highway System, including I-95, to be Limited Access Highways in accordance with then Article 3, Chapter 1, Title 33 of the Code of Virginia of 1950, as amended, and established the limited access line locations and limits as “the final locations of said routes, including all necessary grade separations, interchanges, ramps, etc.”; and

WHEREAS, the Bridge at Route 606 (Mudd Tavern Road) over Interstate 95 (I-95) will be replaced via another project and needed improvements on Route 606 (Mudd Tavern Road) will be made in proposed State Highway Project 0606-088-653, P101, R201, C501 UPC 105463 (“Route 606-Mudd Tavern Road” or “Project”); and

WHEREAS, the purpose of the Project is to widen Mudd Tavern Road, install median, curb and gutter, sidewalks and to relocate Mallard Road, thus impacting the grade separations, interchange and ramps to I-95 at Mudd Tavern Road. As a result of the Project, the limited access line for I-95 adjacent to Mallard Road will need to be changed as noted on the exhibits and the limited access table; and

WHEREAS, a Design Public Hearing was held at the Riverview Elementary School 7001 N. Roxbury Mill Road Spotsylvania, VA 22551 on Thursday April 27, 2017, between 5:00 pm and 7:00 pm for the purpose of considering the proposed Project; and

WHEREAS, proper notice of the Design Public Hearing was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, their statements being duly recorded; and

WHEREAS, the economic, social and environmental effects of the proposed Project have been duly examined and given proper consideration and this evidence, along with all other, has been carefully reviewed; and

WHEREAS, the Fredericksburg District has reviewed and approved the traffic analysis report and found that it adequately addresses the impacts from the Project and the proposed change to the limited access controls; and

WHEREAS, the proposed Project is in compliance with National Environmental Policy Act (NEPA) requirements and a Categorical Exclusion (CE) was prepared under an agreement between VDOT and the Federal Highway Administration in November, 2015. A CE reevaluation was prepared under an agreement between VDOT and the Federal Highway Administration in April 2017; and

WHEREAS, the proposed Project is in the County of Spotsylvania and is supported by the Board of Supervisors by resolution adopted on May 17, 2017; and

WHEREAS, FHWA provided the requisite approval for State Highway Project 0606-088-653, P101, R201, C501, UPC 105463 and the proposed LACC; and

WHEREAS, while the Project is in an attainment area, Air Quality Reports were completed by VDOT in January and May of 2014 and it was determined that the project was not an air quality concern. A NEPA Reevaluation of the Programmatic Categorical Exclusion (for the bridge) and Categorical Exclusion (for the interchange/road improvements) done by the consultant for the Project contractor, vetted by VDOT and approved by FHWA on April 26, 2017 confirmed this conclusion; and

WHEREAS, the Chief Engineer has determined that the proposed change will not adversely affect the safety or operation of the highways; and

WHEREAS, the Department has reviewed the requested change and determined that all requirements of 24 VAC 30-401-20 have been met; and

Resolution of the Board
Approval of Proposed Limited Access Control Change (LACC) Route 606 (Mudd Tavern Road)
Improvements East of I-95
Spotsylvania County
July 19, 2017
Page Three

WHEREAS, VDOT recommends approval of the LACC as proposed and seeks authorization for the Commissioner to take all actions necessary to implement that decision;

NOW, THEREFORE, BE IT RESOLVED, in accordance with section 33.2-401 of the *Code of Virginia* (1950), as amended, and 24 VAC 30-401-20, the CTB hereby finds and concurs with the determinations and recommendations made by VDOT and approves the limited access change recommended by VDOT.

BE IT FURTHER RESOLVED, that the Commissioner of Highways is hereby authorized to take all actions and execute any and all documents needed to comply with this resolution.

####

CTB Decision Brief
Proposed Limited Access Control Change (LACC)
Route 606 (Mudd Tavern Road) Improvements East of I-95
Project 0606-088-653, P101, R201, C501
UPC 105463
Spotsylvania County

Issues: The Bridge at Route 606 (Mudd Tavern Road) over Interstate 95 will be replaced via another project and improvements will be needed on Route 606 (Mudd Tavern Road). The improvements include widening Route 606, installing median, curb and gutter, sidewalks and relocating Mallard Road.

As a result, the limited access line for Interstate 95 adjacent to Mallard Road and Route 606 will need to be changed as noted on the exhibits and the limited access table. Pursuant to *Virginia Code* §33.2-401, CTB approval of the limited access control change and authorization for the Commissioner of Highways to take action to implement this change is required.

Facts:

- This change is not covered by the General Rules and Regulations of the CTB or by the Land Use Permit Regulations, thus requiring action by the CTB.
- The written determination of the Chief Engineer regarding this proposed project is attached for your consideration.
- A Design Public Hearing was held on Thursday April 27, 2017 between 5:00 pm and 7:00 pm at the Riverview Elementary School 7001 N. Roxbury Mill Road Spotsylvania, VA 22551.
- Proper notice of the Design Public hearing was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, their statements being duly recorded.
- The economic, social and environmental effects of the proposed Project have been duly examined and given proper consideration and this evidence, along with all other, has been carefully reviewed.
- The Fredericksburg District has reviewed and approved the traffic analysis report and found that it adequately addresses the impacts from the Project and the proposed change to the limited access controls.
- The proposed Project is in compliance with National Environmental Policy Act (NEPA) requirements and a Categorical Exclusion (CE) was prepared under an agreement between VDOT and the Federal Highway Administration in November 2015. A CE re-evaluation was prepared under an agreement between VDOT and the Federal Highway Administration in April 2017.
- The proposed Project is in the County of Spotsylvania and is supported by the Board of Supervisors by resolution dated May 17, 2017.
- FHWA provided the requisite approval for State Highway Project 0606-088-653, P101, R201, C501, UPC 105463 and the proposed LACC on June 13, 2017.
- While the Project is in an attainment area, Air Quality Reports were completed by VDOT in January and May of 2014 and it was determined that the project was not an air quality concern. A NEPA Re-evaluation of the Programmatic Categorical Exclusion (for the bridge) and Categorical Exclusion (for interchange/road

- improvements) done by the consultant for the Project contractor, vetted by VDOT and approved by FHWA on April 26, 2017 confirmed this conclusion.
- The Chief Engineer has determined that the proposed change will not adversely affect the safety or operation of the highways.
 - The proposed LACC is in compliance with the policies and requirements of the CTB contained in Title 24, Agency 30, Chapter 401 of the *Virginia Administrative Code*.

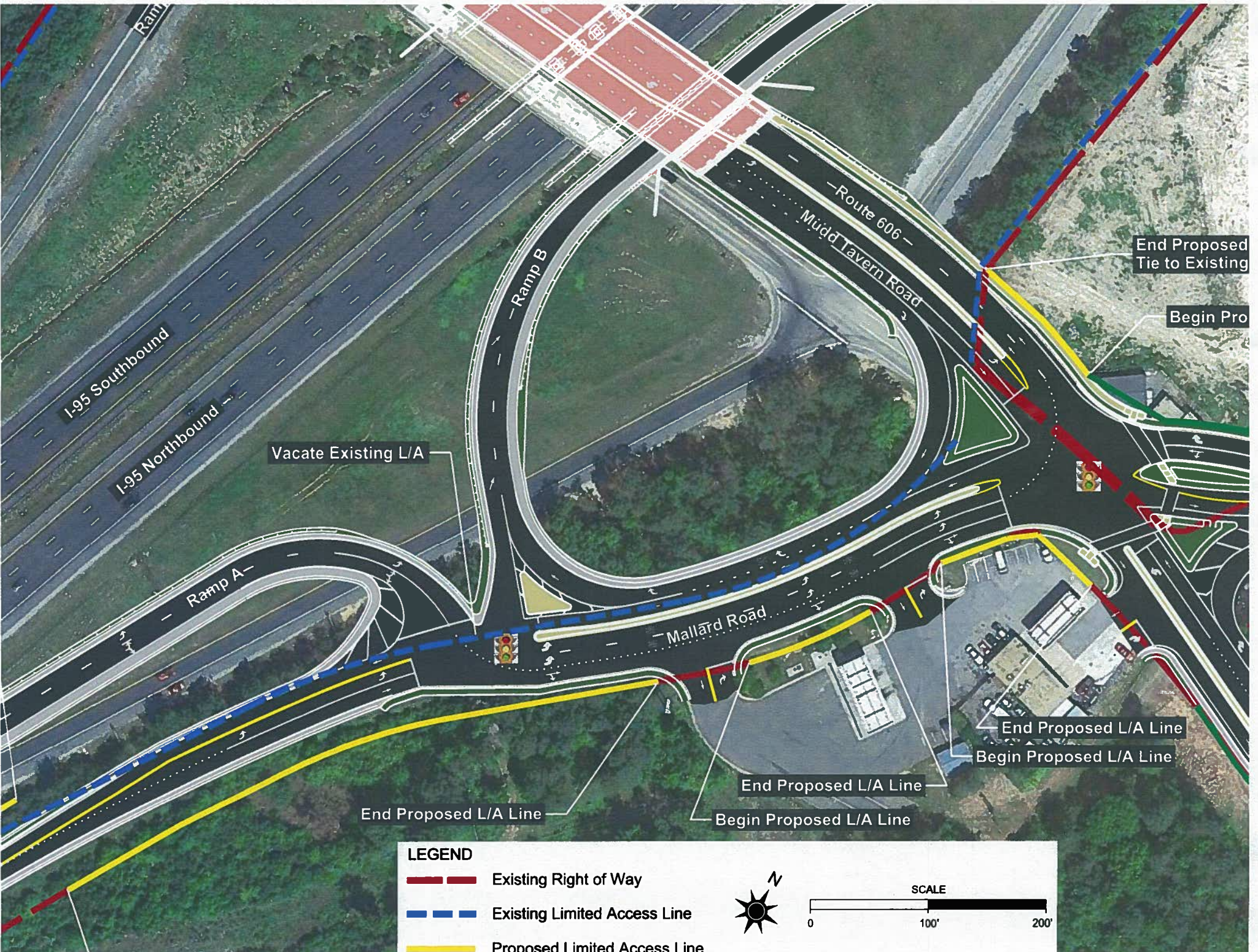
Recommendation: VDOT recommends approval of the resolution allowing the adjustment in limited access control change on I-95 North at Route 606. VDOT further recommends that you authorize the Commissioner to take all actions necessary to implement that decision.

Action Required by CTB: The *Code of Virginia* § 33.2-401 requires a majority vote of the CTB authorizing the recommended change. The CTB will be presented with a resolution for a formal vote.




Result, if Approved: The limited access control change will be authorized and the Commissioner of Highways will be authorized to take all actions and execute any and all documents needed to comply with this resolution.

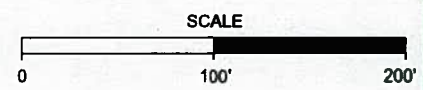
Options: Approve, Deny, or Defer.

Public Comments/Reactions: There were approximately twelve (12) citizens in attendance. There was one (1) comment submitted to the Department stating the concerns of an impacted landowner with respect to access management regulations, intersection spacing to the interstate ramps, and proposed changes to Limited Access.



LEGEND

	Existing Right of Way
	Existing Limited Access Line
	Proposed Limited Access Line



5/24/2017
8:30:00 PM

0606-088-622
Plotted By: rstarbuck

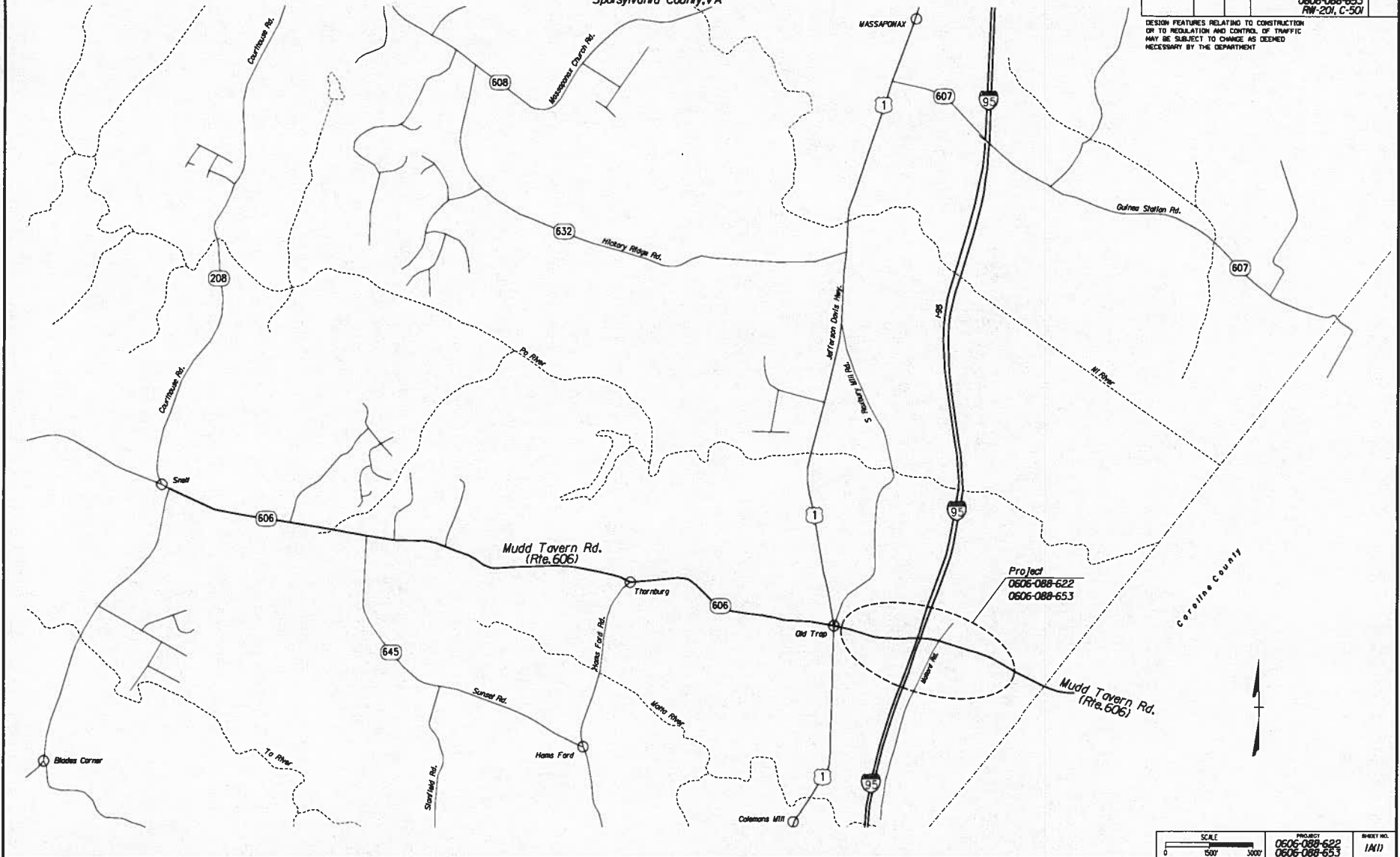
PROJECT MANAGER: Mr. Robert Ridge, PE - VDOT Fredericksburg District - (540) 372-3549
 SURVEYED BY: DATE Dewberry Consultants LLC - (703) 468-2252, 01/17
 DESIGNED BY: Dewberry Consultants LLC - (703) 849-0168
 SUBSURFACE UTILITY BY: DATE So-Deep Inc. - (703) 361-6005, 01/17

LOCATION MAP

Spotsylvania County, VA

REVISION	STATE	ROUTE	PROJECT	SHEET NO.
	VA.	606	0606-088-622 RW-201, C-501, B634 0606-088-653 RW-201, C-501	1A(1)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT



Dewberry

Limited Access Points

Alignment	Station	Offset (FT)	Description	Alignment	Station	Offset (FT)	Description
Mallard Rd.	100+78.10	35.00 LT	Tie to Existing L/A Begin Proposed L/A	Mallard Rd.	100+78.10 to 110+74.62	35.0 LT to 51.04 LT	Vacate Existing L/A
Mallard Rd.	101+51.94	40.10 LT	Break in Proposed L/A				
Mallard Rd.	102+25.00	43.20 LT	End Proposed L/A				
Mallard Rd.	102+25.00	46.30 RT	Begin Proposed L/A				
Mallard Rd.	103+36.94	41.65 RT	Break in Proposed L/A				
Mallard Rd.	104+38.02	38.84 RT	Break in Proposed L/A				
Mallard Rd.	105+90.58	43.12 RT	Break in Proposed L/A				
Mallard Rd.	107+75.00	47.10 RT	End Proposed L/A				
DRIVEWAY #1							
Mallard Rd.	108+48.09	54.44 RT	Begin Proposed L/A				
Mallard Rd.	109+53.12	20.03 RT	End Proposed L/A				
DRIVEWAY #2							
Mallard Rd.	110+25.40	41.65 RT	Begin Proposed L/A				
Mallard Rd.	110+93.17	41.00 RT	Break in Proposed L/A				
Mallard Rd.	111+23.12	43.21 RT	Break in Proposed L/A				
Rte. 606	136+99.66	48.79 RT	End Proposed L/A				
Rte. 606	135+53.49	51.58 LT	Begin Proposed L/A				
Rte. 606	134+48.69	47.58 LT	Break in Proposed L/A				
Rte. 606	134+96.18	51.58 LT	Break in Proposed L/A				
Rte. 606	134+36.49	47.58 LT	End Proposed L/A Tie to Existing L/A				



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219 2000

Charles A. Kilpatrick, P.E.
Commissioner

June 13, 2017

Ms. Jessie Yung, P.E.
Division Administrator
Federal Highway Administration
P.O. Box 10249
400 N. 8th Street Room 750
Richmond, Virginia 23240-0249

Attention Ms. Janice L. Williams

Interstate I-95/ VA State Route 606
Bridge Replacement and Interchange Modification
Projects: 0606-088-563, P101, R201, C501 (UPC 105463) &
0606-088-622, P101, R201, C501, B634 (UPC 100829)
Federal Project Numbers: STP-5111(292) & BR-5111(292)
Spotsylvania County

Request for Modified Limited Access Line

Dear Ms. Yung,

As you are aware, The Virginia Department of Transportation (VDOT) is administering a Design Build Contract developing plans for the replacement of the Route 606 (Mudd Tavern Road) bridge over Interstate I-95 and associated changes to the interchange (Exit 118 - Thornburg) at this location in Spotsylvania County. This project constructs a new five lane bridge over I-95 and creates a split-diamond interchange on Route F-163 (Mallard Road) and Route 606. I-95 was designated as a Limited Access Highway by the State Highway Commission, predecessor to the Commonwealth Transportation Board (CTB), on October 4, 1956. The VDOT Deputy Chief Engineer provided Design Approval on April 18, 2016, following the Public Hearing. The NEPA Categorical Exclusion was approved December 1, 2015.

As a result of a new the design concept developed by the Design Build Team, the Limited Access Line along the east side of I-95, along the northbound ramps, needs to be modified to encompass the required ramp construction.

Therefore, VDOT is requesting your concurrence in modifications to the existing limited access line along I-95 as shown on the attached plan sheets and the control point table.

Attached please find a copy of the Title Sheet, a Location Map, exhibits showing each of the individual areas of LACC, the Limited Access Point Table, and a letter of support from Spotsylvania County.

VDOT approves of the Limited Access Control Changes as shown on the plan sheets and point control table. We are requesting a quick review and approval of these limited access changes so that the Commonwealth Transportation Board can approve the changes at their meeting on July 19, 2017.

If additional information is needed, please contact Mr. Richard C. Worssam, P.E. at 804.786.2501.

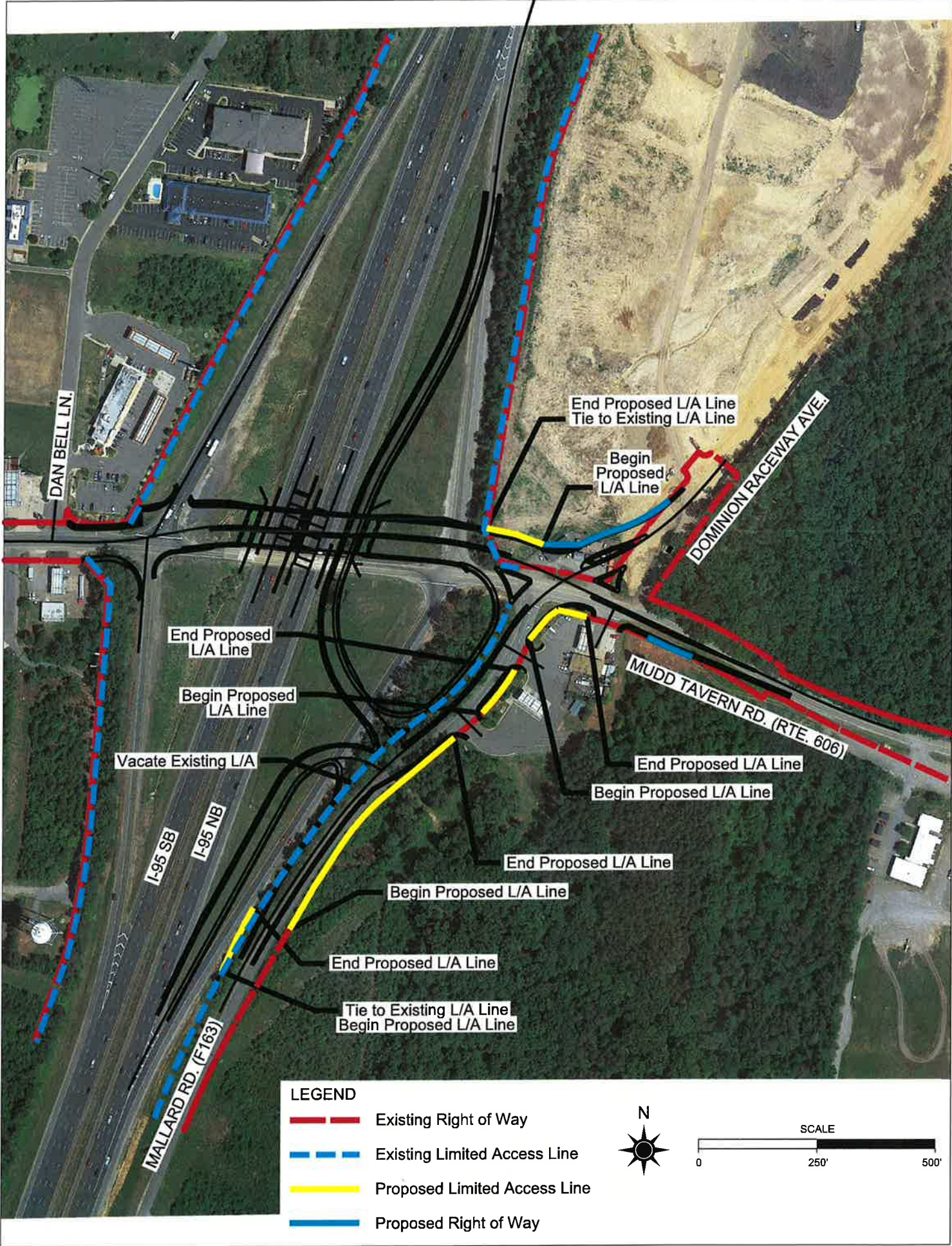
Sincerely,



Susan H. Keen, P.E.
State Location and Design Engineer

Approved: Janice Williams Date 6-20-2017

Enclosure
1 Copy Plan Sheets
Control Point Table



DAN BELL LN.

End Proposed L/A Line
Tie to Existing L/A Line

Begin
Proposed
L/A Line

DOMINION RACEWAY AVE.

End Proposed
L/A Line

Begin Proposed
L/A Line

Vacate Existing L/A

MUDD TAVERN RD. (RTE. 606)

End Proposed L/A Line

Begin Proposed L/A Line

I-95 SB

I-95 NB

End Proposed L/A Line

Begin Proposed L/A Line

End Proposed L/A Line

Tie to Existing L/A Line
Begin Proposed L/A Line

MALLARD RD. (F-163)

LEGEND

- Existing Right of Way
- Existing Limited Access Line
- Proposed Limited Access Line
- Proposed Right of Way



Limited Access Points

Alignment	Station	Offset (FT)	Description
Mallard Rd.	100+78.10	35.00 LT	Tie to Existing L/A
Mallard Rd.	101+51.94	40.10 LT	Begin Proposed L/A
Mallard Rd.	102+25.00	43.20 LT	Break in Proposed L/A
Mallard Rd.	102+25.00	46.30 RT	End Proposed L/A
Mallard Rd.	103+36.94	41.65 RT	Begin Proposed L/A
Mallard Rd.	104+38.02	38.84 RT	Break in Proposed L/A
Mallard Rd.	105+90.58	43.12 RT	Break in Proposed L/A
Mallard Rd.	107+75.00	47.10 RT	Break in Proposed L/A
			End Proposed L/A
			DRIVEWAY #1
Mallard Rd.	108+48.09	54.44 RT	Begin Proposed L/A
Mallard Rd.	109+53.12	20.03 RT	End Proposed L/A
			DRIVEWAY #2
Mallard Rd.	110+25.40	41.65 RT	Begin Proposed L/A
Mallard Rd.	110+93.17	41.00 RT	Break in Proposed L/A
Mallard Rd.	111+23.12	43.21 RT	Break in Proposed L/A
Rte. 606	136+99.66	48.79 RT	End Proposed L/A
Rte. 606	135+53.49	51.58 LT	Begin Proposed L/A
Rte. 606	134+48.69	47.58 LT	Break in Proposed L/A
Rte. 606	134+96.18	51.58 LT	Break in Proposed L/A
Rte. 606	134+36.49	47.58 LT	End Proposed L/A
			Tie to Existing L/A

Alignment	Station	Offset (FT)	Description
Mallard Rd.	100+78.10	35.00 LT	Tie to Existing L/A
Mallard Rd.	101+51.94	40.10 LT	Begin Proposed L/A
Mallard Rd.	102+25.00	43.20 LT	Break in Proposed L/A
Mallard Rd.	102+25.00	46.30 RT	End Proposed L/A
Mallard Rd.	103+36.94	41.65 RT	Begin Proposed L/A
Mallard Rd.	104+38.02	38.84 RT	Break in Proposed L/A
Mallard Rd.	105+90.58	43.12 RT	Break in Proposed L/A
Mallard Rd.	107+75.00	47.10 RT	Break in Proposed L/A
			End Proposed L/A
			DRIVEWAY #1
Mallard Rd.	108+48.09	54.44 RT	Begin Proposed L/A
Mallard Rd.	109+53.12	20.03 RT	End Proposed L/A
			DRIVEWAY #2
Mallard Rd.	110+25.40	41.65 RT	Begin Proposed L/A
Mallard Rd.	110+93.17	41.00 RT	Break in Proposed L/A
Mallard Rd.	111+23.12	43.21 RT	Break in Proposed L/A
Rte. 606	136+99.66	48.79 RT	End Proposed L/A
Rte. 606	135+53.49	51.58 LT	Begin Proposed L/A
Rte. 606	134+48.69	47.58 LT	Break in Proposed L/A
Rte. 606	134+96.18	51.58 LT	Break in Proposed L/A
Rte. 606	134+36.49	47.58 LT	End Proposed L/A
			Tie to Existing L/A



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219 2000

Charles A. Kilpatrick, P.E.
Commissioner

July 1, 2017

The Honorable Aubrey L. Layne, Jr.
The Honorable Charles A. Kilpatrick, P. E.
The Honorable Jennifer Mitchell
The Honorable Jerry L. Stinson II
The Honorable Henry "Hap" Connors, Jr.
The Honorable Mary Hughes Hynes
The Honorable Allison DeTuncq
The Honorable Shannon Valentine
The Honorable F. Gary Garczynski
The Honorable Carlos M. Brown
The Honorable William H. Fralin, Jr.
The Honorable F. Dixon Whitworth, Jr.
The Honorable E. Scott Kasprowicz
The Honorable Court G. Rosen
The Honorable Marty Williams
The Honorable John Malbon
The Honorable Greg Yates

Subject: Approval of Limited Access Control Changes (LACCs) on Interstate 95 North at Mudd Tavern Road Route 606 in the County of Spotsylvania.

Dear Commonwealth Transportation Board Members:

The Department has initiated the above request for limited access control changes (LACCs) for your consideration. The proposed limited access control changes on State Highway Project 0606-088-653, P101, R201, C501 provide for an adjustment in the limited access on Interstate 95 North at Route 606 (Mudd Tavern Road). These adjustments in limited access control are needed to provide improvements on Route 606 for more efficient maintenance of traffic and to prevent additional congestion. It has been determined that these adjustments in limited access control are required for the project and are recommended for approval by the Department's staff. The proposed project is also associated with a bridge replacement project on Route 606 (Mudd Tavern Road) over Interstate 95 Northbound.

I have reviewed the staff's recommendations and determined that approving these limited access control changes will not adversely affect the safety or operation of the affected highway network. I have determined that this request should be considered by the Board.

Sincerely,

A handwritten signature in blue ink that reads "Garrett W. Moore".

Garrett W. Moore, P.E.
Chief Engineer

County of Spotsylvania
Founded 1721

Board of Supervisors
GREG BENTON
GREG CEBULA
TIMOTHY J. McLAUGHLIN
DAVID ROSS
GARY F. SKINNER
PAUL D. TRAMPE
CHRIS YAKABOUSKI



County Administrator
MARK B. TAYLOR
Deputy County Administrators
MARK L. COLE
ED PETROVITCH
P.O. BOX 99, SPOTSYLVANIA, VA 22553
Voice: (540) 507-7010
Fax: (540) 507-7019

Service, Integrity, Pride

May 17, 2017

Robert G. Ridgell, P.E.
Area Construction Engineer
Virginia Department of Transportation
Fredericksburg District
87 Deacon Road
Fredericksburg, VA 22405

Dear Mr. Ridgell,

I am writing to confirm that Spotsylvania County enthusiastically supports the Route 606 (Mudd Tavern Road) I-95 Overpass Replacement project and the Route 606 Road Improvements East of I-95 project.

We understand that the proposed improvements have changed since they were presented at a Design Public Hearing on November 19th, 2015. We understand that these changes arose from a competitively procured Design Build project and are in support of the configuration that was presented at a Design Public Hearing on April 27th, 2017.

Likewise, the County understands that the location of Limited Access Right of Way in the vicinity of Mallard Road and the east side of the will be revised as part of this project and supports these revisions.

Spotsylvania County looks forward to the successful completion of this project and appreciates VDOT's outreach and coordination efforts.

Should you need additional input or comments from the County, please let me know.

Sincerely,

Mark B. Taylor
County Administrator



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 9

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: Seconded By:

Action:

Title: Limited Access Control Change (LACC)
Route 144 (Temple Avenue)
Prince George County

WHEREAS, Route 144 (Temple Avenue), State Highway Project 0144-074-101, RW-201, Prince George County was designated as a Limited Access Highway by the State Highway and Transportation Commission, predecessor to the Commonwealth Transportation Board (CTB), on June 22, 1979; and

WHEREAS, in connection with State Highway Project 0144-074-101, RW-201, the Commonwealth acquired certain limited access control easements from Sovran Bank, N.A., Trustee, by Instrument dated November 29, 1984, recorded in Deed Book 273, Page 507, concluded by Order dated August 24, 1988, recorded in Deed Book 309, Page 665, both recorded in the Office of the Clerk of Circuit Court of the County of Prince George; and

WHEREAS, Lake Harley, LLC has requested a break in limited access control along Route 144 (Temple Avenue) to construct a right in and right out commercial entrance to serve as direct access to and from the property between Whitehall Boulevard, Route 791 and Puddleduck Road, Route 645 onto the existing limited access right of way for Route 144 (Temple Avenue) (Limited Access Control Change or LACC); and

WHEREAS, the request is for a break of 100 feet, along the south existing right of way and limited access line of Route 144 (Temple Avenue), as shown on the final design plans for

Resolution of the Board
Limited Access Control Change
Route 144 (Temple Avenue)
Prince George County
July 19, 2017
Page Two

State Highway Project, 0144-074-101, RW-201, between Station 136+71 (Route 144 EBL Centerline) and Station 137+71 (Route 144 EBL Centerline) for a connection to Route 144 (Temple Avenue) approximately 634 feet east of Whitehall Boulevard and approximately 903 feet west of Puddleduck Road, with right in and right out only turning movements, no median break and the construction of an eastbound right turn lane with a 200 feet taper and 200 feet of storage; and

WHEREAS, the County of Prince George, by resolution, R-16-075, adopted September 16, 2016, supports the LACC; and

WHEREAS, VDOT's Richmond District has determined, with the Chief Engineer concurring, that the proposed break in the limited access control of Route 144 will have no impact on the operation of the Route 144 right of way, and the proposed LACC is appropriate from a safety and traffic control standpoint based upon a Traffic Impact Analysis, dated December 29, 2016, Revised April 6, 2017, prepared by Davenport; and

WHEREAS, VDOT's Richmond District has determined the location of the proposed LACC is within an air quality maintenance or non-attainment area, however, the proposed project does not qualify as being regionally significant and no air quality conformity review is required. In addition, the environmental impact analysis was reviewed and approved by the Richmond District and there will be no adverse environmental impacts; and

WHEREAS, public notices of willingness for hearings/comment were posted in the *Progress-Index* newspaper on May 30, 2017 and June 7, 2017; and, the *Prince George Journal* newspaper on May 31, 2017 and June 7, 2017; and, the *Urban Views Weekly* newspaper on May 31, 2017 and June 7, 2017, with no comments or requests for a public hearing received; and

WHEREAS, compensation shall be paid by the requestor in consideration of the LACC and the related easements to be conveyed, as determined by the Commissioner of Highways or his designee; and

WHEREAS, all right of way, engineering, construction, and necessary safety improvements shall meet all VDOT standards and requirements; and

WHEREAS, all costs of engineering and construction, including all necessary safety improvements, will be borne by the requestor; and

WHEREAS, the requestor will be required to obtain a Land Use Permit prior to any activity within the Route 144 limited access right of way.

NOW, THEREFORE, BE IT RESOLVED, in accordance with Section 33.2-401 of the *Code of Virginia* and 24 *Virginia Administrative Code* 30-401--10 et seq., the CTB hereby finds

Resolution of the Board
Limited Access Control Change
Route 144 (Temple Avenue)
Prince George County
July 19, 2017
Page Three

and concurs with the determinations of VDOT, and approves said LACC, as set forth herein, subject to the above referenced conditions.

BE IT FURTHER RESOLVED, the Commissioner of Highways is authorized to take all actions and execute any and all documents necessary to implement such changes.

####

CTB Decision Brief
Route 144 (Temple Avenue)
County of Prince George
Limited Access Control Change

Issues: Lake Harley, LLC has requested a break in limited access control along Route 144 (Temple Avenue) to construct a right in and right out commercial entrance to serve as direct access to and from the property between Whitehall Boulevard, Route 791 and Puddleduck Road, Route 645 onto the existing limited access right of way for Route 144 (Temple Avenue). This limited access control change requires approval of the Commonwealth Transportation Board (CTB) pursuant to § 33.2-401 of the *Code of Virginia* and 24 VAC 30-401-20 of the *Virginia Administrative Code*

Facts:

- Route 144 (Temple Avenue), State Highway Project 0144-074-101, RW-201, in Prince George County was designated as a Limited Access Highway by the State Highway and Transportation Commission, predecessor to the Commonwealth Transportation Board (CTB), on June 22, 1979.
- In connection with the Route 144 project, the Commonwealth acquired certain limited access control easements from Sovran Bank, N.A., Trustee, by Instrument dated November 29, 1984, recorded in Deed Book 273, Page 507, concluded by Order dated August 24, 1988, recorded in Deed Book 309, Page 665, both recorded in the Office of the Clerk of Circuit Court of the County of Prince George.
- The proposed break is 100 feet wide, along the south existing right of way and limited access line of Route 144 (Temple Avenue), as shown on the final design plans for State Highway Project, 0144-074-101, RW-201, between Station 136+71 (Route 144 EBL Centerline) and Station 137+71 (Route 144 EBL Centerline) for a connection to Route 144 (Temple Avenue) approximately 634 feet east of Whitehall Boulevard and approximately 903 feet west of Puddleduck Road, with right in and right out only turning movements, no median break and the construction of an eastbound right turn lane with a 200 feet taper and 200 feet of storage.
- This change is not covered by the General Rules and Regulations of the CTB or by the Land Use Permit Regulations, thus requiring action by the CTB.
- The written determination of the Chief Engineer regarding this proposed project is attached for your consideration.
- The County of Prince George, by resolution, R-16-075, adopted September 16, 2016, supports the limited access control change.
- VDOT's Richmond District has determined, with the Chief Engineer concurring, that the proposed break in the limited access control of Route 144 will have no impact on the operation of the Route 144 right of way, and the proposed LACC is appropriate from a safety and traffic control standpoint based upon a Traffic Impact Analysis, dated December 29, 2016, Revised April 6, 2017, prepared by Davenport.
- VDOT's Richmond District has determined the location of the proposed LACC is within an air quality maintenance or non-attainment area, however, the proposed project does not qualify as being regionally significant and no air quality conformity review is required. In addition, the environmental impact analysis was reviewed and approved by the Richmond District and there will be no adverse environmental impacts.
- Public notices of willingness for hearings/comment were posted in the *Progress-Index* newspaper on May 30, 2017 and June 7, 2017; and, the *Prince George Journal* newspaper on May 31, 2017 and June 7, 2017; and, the *Urban Views Weekly* newspaper on May 31, 2017

and June 7, 2017 at the requestor's expense. No comments or requests for a public hearing were received.

- Compensation shall be paid by the requestor in consideration of the LACC and the related easements to be conveyed, as determined by the Commissioner of Highways or his designee.
- All right of way, engineering, construction, and necessary safety improvements shall meet all VDOT standards and requirements.
- All costs of any engineering, construction or safety improvements will be borne by the requestor.
- The requestor will be required to obtain a Land Use Permit prior to any activity within the Route 144 limited access right of way.

Recommendation: VDOT recommends the approval of the proposed LACC subject to the referenced conditions and facts. VDOT further recommends that the Commissioner be authorized to take all actions and execute all documentation necessary to implement the LACC.

Action Required by CTB: Virginia Code § 33.2-401 requires a majority vote of the CTB approving the recommended LACC. The CTB will be presented with a resolution for a formal vote.

Result, if Approved: The project will move forward as proposed and the Commissioner of Highways will be authorized to take all actions necessary to comply with this resolution.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

REVISED	FHWA REGION	STATE	FEDERAL AID PROJECT	ROUTE	STATE PROJECT	SHEET NO.
9/17/97	3	VA.		144	0144-074-101, PH-201 C-501	7

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

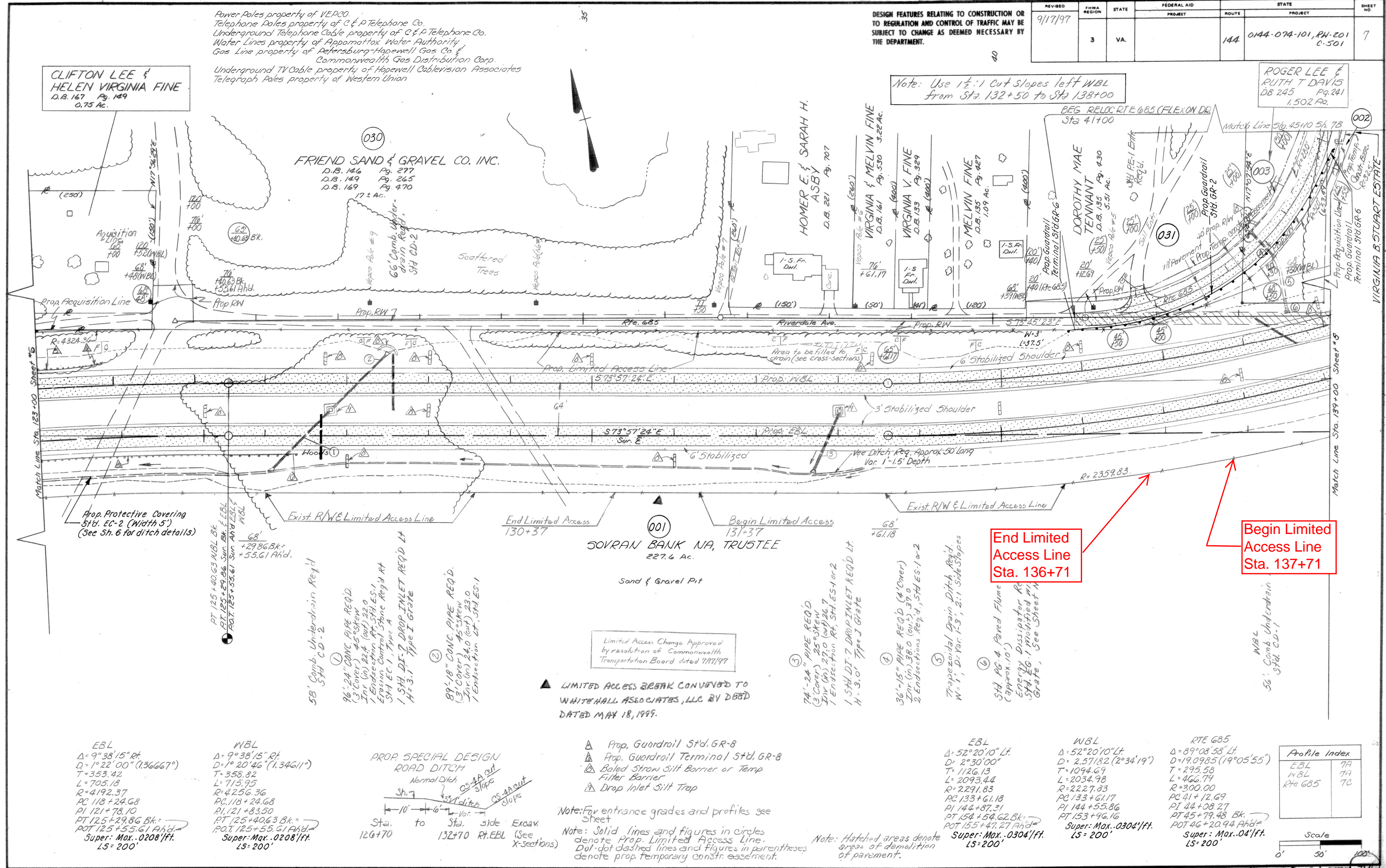
CLIFTON LEE & HELEN VIRGINIA FINE
D.B. 167 Pg. 149
0.75 Ac.

Power Poles property of VEPCC
Telephone Poles property of C & P Telephone Co.
Underground Telephone Cable property of C & P Telephone Co.
Water Lines property of Appomattox Water Authority
Gas Line property of Petersburg-Hopewell Gas Co & Commonwealth Gas Distribution Corp.
Underground TV Cable property of Hopewell Cablevision Associates
Telegraph Poles property of Western Union

FRIEND SAND & GRAVEL CO. INC.
D.B. 146 Pg. 277
D.B. 149 Pg. 265
D.B. 169 Pg. 470
17 ± Ac.

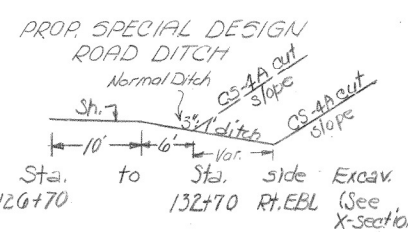
ROGER LEE & RUTH T DAVIS
DB 245 Pg. 241
1.502 Ac.

Note: Use 1/2:1 Cut slopes left WBL from Sta. 132+50 to Sta. 138+00



Limited Access Change Approved by resolution of Commonwealth Transportation Board dated 7/17/97

▲ LIMITED ACCESS BREAK CONVEYED TO WHITE HALL ASSOCIATES, LLC BY DBED DATED MAY 18, 1999.



Note: For entrance grades and profiles see Sheet
Note: Solid lines and figures in circles denote Prop. Limited Access Line. Dot-dashed lines and figures in parentheses denote prop. temporary constr. easement.

Note: Hatched areas denote areas of demolition of pavement.

EBL
Δ = 9° 38' 15" Rt.
D = 1° 22' 00" (136667°)
T = 353.42
L = 705.18
R = 4192.37
PC 118+24.68
PI 121+78.10
PT 125+29.86 Bk.
POT 125+55.61 Ahd.
Super: Max. .0208'/ft.
LS = 200'

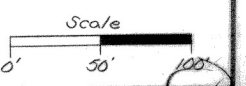
WBL
Δ = 9° 38' 15" Rt.
D = 1° 20' 46" (134611°)
T = 358.82
L = 715.95
R = 4256.36
PC 118+24.68
PI 121+83.50
PT 125+40.63 Bk.
POT 125+55.61 Ahd.
Super: Max. .0208'/ft.
LS = 200'

EBL
Δ = 52° 20' 10" Lt.
D = 2° 30' 00"
T = 1126.13
L = 2093.44
R = 2291.83
PC 133+61.18
PI 144+87.31
PT 154+54.62 Bk.
POT 155+47.27 Ahd.
Super: Max. .0304'/ft.
LS = 200'

WBL
Δ = 52° 20' 10" Lt.
D = 2° 57' 19" (2° 34' 19")
T = 1094.69
L = 2034.98
R = 2227.83
PC 133+61.17
PI 144+55.86
PT 153+96.16
Super: Max. .0304'/ft.
LS = 200'

RTE 685
Δ = 89° 08' 58" Lt.
D = 19.0985 (19° 05' 55")
T = 295.58
L = 466.79
R = 300.00
PC 41+12.69
PI 44+08.27
PT 45+79.48 Bk.
POT 46+20.94 Ahd.
Super: Max. .04'/ft.
LS = 200'

EBL	7A
WBL	7A
Rte 685	7C



Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 13th day of September, 2016:

<u>Present:</u>	<u>Vote:</u>
William A. Robertson, Jr., Chairman	Aye
Jerry J. Skalsky, Vice Chairman	Aye
Alan C. Carmichael	Aye
Donald Hunter	Aye
T. J. Webb	Aye

On motion of Mr. Hunter, seconded by Mr. Skalsky, which carried unanimously, the following Resolution was adopted:

WHEREAS Lake Harley LLC has requested County support in their effort to construct a Right In and Right Out (RIRO) on Temple Avenue at Lake Harley LLC's cost; and

WHEREAS a major priority in roadway access and development is the enhancement of a community's economic development potential and support of existing businesses;

WHEREAS the Board of Supervisors of the County of Prince George would be in support of a Right In Right Out (RIRO) access point on the south line of Temple Avenue eastbound between Whitehill Boulevard and Puddledock Road;

WHEREAS the Board of Supervisors of the County of Prince George would not be in support of a left turn lane from Temple Avenue westbound crossing the eastbound lanes;

NOW, THEREFORE, BE IT RESOLVED that this Board of Supervisors of the County of Prince George this 13th day of September, 2016 that it hereby petitions and requests that a Right In Right Out (RIRO) access point be approved by VDOT to provide access to the Lake Harley LLC commercial development area located on the south line of Temple Avenue eastbound. Lake Harley LLC shall pay all costs associated with this project.

A Copy Tester



Percy C. Ashcraft
County Administrator



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940
Agenda item # 10

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Federal Transportation Grant Anticipation Revenue Notes (GARVEE) Memorandum of Agreement (MOA) Update

WHEREAS, by resolution dated October 19, 2011, the Commonwealth Transportation Board (“Board”) approved and authorized issuance and sale of Commonwealth of Virginia Federal Transportation Grant Anticipation Revenue Notes, Series 2011 (“2011 GARVEES”), and

WHEREAS, the Board, in its resolution authorizing issuance and sale of the 2011 GARVEES, among other things, approved and authorized execution of certain “Basic Documents”, one of which included a memorandum of agreement between the Virginia Division of the Federal Highway Administration (“FHWA”), the Virginia Department of Transportation (“Department”), and the Board, required by the FHWA and related to the processes to execute and manage the Commonwealth of Virginia’s GARVEE program; and

WHEREAS, on December 28, 2011, FHWA, the Department, and the Board executed the memorandum of agreement, which includes a provision requiring review of the document every five years to determine needed changes or updates; and

WHEREAS, the five year review has been completed and resulted in a determination that an update to the memorandum of agreement is needed to more clearly define the parties’ roles and responsibilities, processes, and timeframes, based on knowledge and experience gained

Resolution of the Board
Federal Transportation Grant Anticipation Revenue Notes (GARVEE) Memorandum of Agreement (MOA) Update
July 19, 2017
Page 2

WHEREAS, the Board is authorized under Virginia Code §33.2-221(A) to enter into contracts or agreements with the United States government.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMONWEALTH TRANSPORTATION BOARD:

- 1. Approval of the GARVEE MOA and Authorization to Execute:** The Board approves the GARVEE MOA, in substantially the form as set forth in Attachment A. The Board authorizes and directs the Commissioner of Highways to execute the GARVEE MOA on behalf of the Department and the Chairman to prepare, execute, and deliver the final form of the GARVEE MOA on behalf of the Board. The Chairman's execution and delivery of the GARVEE MOA shall constitute conclusive evidence of the approval of the final forms of the MOA by the Chairman on behalf of the Board.
- 2. Effective Date.** This Resolution is effective upon adoption.

CTB Decision Brief
Federal Transportation Grant Anticipation Revenue Notes (GARVEE) Memorandum of Agreement (MOA) Update

Issue: The Federal Highway Administration (“FHWA”) requires a memorandum of agreement be entered into among the Virginia Division FHWA, the Virginia Department of Transportation, and the Commonwealth Transportation Board (“CTB”) regarding the processes to execute and manage the Commonwealth of Virginia’s Grant Anticipation Revenue Vehicle (GARVEE) program. Pursuant to Va. Code §33.2-221 (A) the CTB has the power and duty to comply fully with the provisions of the present or future federal aid acts and the authority to enter into contracts or agreements with the U.S. government.

Facts:

FHWA requires a memorandum of agreement regarding the processes to execute and manage the GARVEE program. GARVEE bond and debt service allocations are included in the Six-Year Improvement Program (SYIP).

By resolution dated October 19, 2011, the CTB approved and authorized issuance and sale of Commonwealth of Virginia Federal Transportation Grant Anticipation Revenue Notes, Series 2011 (“2011 GARVEES”).

The CTB, in its resolution authorizing issuance and sale of the 2011 GARVEES, among other things, approved and authorized execution of certain “Basic Documents”, one of which was a memorandum of agreement (“MOA”) between the Virginia Division FHWA, the Virginia Department of Transportation, and the CTB.

Virginia Division FHWA, the Virginia Department of Transportation, and the CTB executed the MOA on December 28, 2011, that included a provision to review the MOA every five years to determine needed changes or updates.

The five year review has been completed and resulted in a determination that an update to the MOA is needed to more clearly define the parties’ roles and responsibilities, processes and timeframes, based on knowledge and experience gained over the last five years in implementing the GARVEE program, and to incorporate FHWA’s 2014 GARVEE Guidance.

FHWA and the Department have prepared a revised memorandum of agreement addressing execution and management of the Commonwealth of Virginia’s GARVEE program, which incorporates the needed updates and is attached hereto as Attachment A (“GARVEE MOA”). The GARVEE MOA has been reviewed by both the Attorney General’s Office and Bond Counsel.

The CTB is authorized under Virginia Code §33.2-221(A) to enter into contracts or agreements with the United States government.

Recommendation: That the CTB approve and authorize the Secretary and Commissioner, on behalf of the CTB and Virginia Department of Transportation, respectively, to execute a GARVEE MOA with FHWA regarding the processes to execute and manage the Commonwealth of Virginia's Grant Anticipation Revenue Vehicle (GARVEE) program, as set out in Attachment A.

Action Required by CTB: Virginia Code § 33.2-221 (A) requires a majority vote of the CTB to approve the GARVEE MOA. The CTB will be presented with a resolution for a formal vote.

Result, if Approved: The CTB and Virginia Department of Transportation will execute the GARVEE MOA with FHWA.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

Memorandum of Agreement: Stewardship and Oversight of the GARVEE Program in the Commonwealth of Virginia

This Memorandum of Agreement (MOA) is entered into among the Federal Highway Administration, Virginia Division (FHWA), The Virginia Department of Transportation (VDOT), and the Commonwealth Transportation Board (CTB). This MOA supersedes the prior MOA executed on December 28, 2011 among the Parties.

PURPOSE

This MOA establishes the processes to execute and manage the Commonwealth of Virginia's Grant Anticipation Revenue Vehicle (GARVEE) program; the details regarding project execution will be established in a separate standard operating procedure document, jointly used by FHWA and VDOT.

Specifically, this document will outline the following key processes:

- Programming and identification of GARVEE projects,
- Authorization and modification of debt service projects,
- Billing and payment of eligible debt service costs, and
- Closeout of debt service projects.

The FHWA Virginia Division will conduct periodic reviews of the State's GARVEE bond program to ensure that the program and projects are being administered in accordance with Federal requirements, that only costs allocable to the Federal-aid highway program are charged to Federal-aid funds, and to determine if certain processes can be improved in accordance with identified best practices.

DEFINITIONS

Bond Proceeds – The principal and any premium received from a bond holder as a result of a GARVEE sale that is held by the Trustee, including any investment earnings. Bond Proceeds are drawn down (requisitioned) from the Trustee to pay the project costs as they are incurred.

Commonwealth Transportation Board (CTB) – The Commonwealth of Virginia state board appointed by the Governor of Virginia that establishes the administrative policies for Virginia's transportation system and allocates highway funding to specific projects, locates routes, and provides funding for airports, seaports, and public transportation.

Debt Service Schedule – A schedule for each project that fully allocates the debt obligations (principal, interest, cost of issuance, and other eligible costs) by project and shows the final maturity date for the respective series of bonds. The schedule includes known debt service based on an actual issuance as well as estimated debt service costs of future issuances.

Exhibit A Project List – A comprehensive list of projects to be financed by the sale of debt. This list includes information such as the state identified project number (i.e., UPC), project description, let date, contracting method, and Bond Proceeds allocated to such project.

Eligible Debt Service Costs – Expenses and costs incurred by the State or a political subdivision of the State, such as interest payments under an eligible debt financing instrument, the retirement of principal of an eligible debt financing instrument, the cost of the issuance of an eligible debt financing instrument, the cost of insurance for an eligible debt financing instrument, and any other cost incidental to the sale of an eligible debt financing instrument (as determined by the United States Secretary of Transportation).

Grant Anticipation Revenue Vehicle (GARVEE) - A bond, note, certificate, mortgage, lease, bank loan (including a State infrastructure bank loan), private placement or other debt financing instrument issued by a State, a political subdivision of a State, or a public authority, the proceeds of which are used to fund a project eligible for assistance under Title 23, United States Code (U.S.C.).

Parties – The FHWA, VDOT, and CTB, collectively.

Premium –When bonds are sold with an original issuance premium, the amount of Bond Proceeds received is more than the amount of principal that will be repaid. That difference between the Bond Proceeds received and the amount of principal to be repaid and identified on the debt service schedule is called the premium. For this reason, the principal identified in the debt service schedule may be less than the SYIP allocations and the Exhibit A Project List Bond Proceeds identified.

Master Indenture – The Master Trust Indenture, dated as of February 1, 2012, between the Board and the Trustee, as the same may be modified, altered, amended and supplemented from time to time in accordance with its terms.

Six-Year Improvement Program (SYIP) – The document required by §33.2-214 of the Code of Virginia (as amended) that outlines planned funding for Virginia state transportation projects proposed for construction, development, or study for the next six years. The first year is the budget and the succeeding five fiscal years are estimated amounts. The SYIP is approved annually by the CTB and executed by VDOT and the Department of Rail and Public Transportation (DRPT).

State – The Commonwealth of Virginia.

State Transportation Improvement Program (STIP) – Federally required four-year transportation improvement program that identifies those capital and non-capital surface transportation projects (or phases of projects) within the boundaries of the State that will utilize federal funding or for which approval will be required from either the FHWA or the Federal Transit Administration (FTA).

Stewardship and Oversight (S&O) Agreement – The current agreement between FHWA and VDOT that sets forth the roles and responsibilities of FHWA and VDOT with respect to Title 23 project approvals and related responsibilities and the Federal-Aid Highway Program oversight activities.

Trust Account – Specified funds or accounts containing Bond Proceeds from which project costs are funded.

Trustee – A financial institution with trust powers, such as a commercial bank or trust company, that is given fiduciary powers by a bond issuer to enforce the terms of a bond indenture. An indenture is a contract between a bond issuer and a bond holder. A trustee sees that bond interest payments are made as scheduled and protects the interests of the bondholders if the issuer defaults.

BACKGROUND

23 U.S.C. §122 allows a recipient to receive reimbursement from FHWA for bond or other debt instrument financing costs. GARVEEs are used to accelerate the construction and/or acquisition of projects identified in the STIP and SYIP. VDOT is charged with administering the highway transportation policies set forth by Virginia’s CTB, to include the GARVEE Program. The CTB issues GARVEEs in accordance with the Commonwealth of Virginia Federal Transportation Grant Anticipation Notes Act of

2011, Article 4 of Chapter 15 of Title 33.2 of the Code of Virginia of 1950 as amended (the Virginia GARVEEs Act) and the Transportation Development and Revenue Bond Act, Chapter 17 of Title 33.2 of the Code of Virginia of 1950 as amended.

All projects financed with Bond Proceeds are administered in accordance with the same laws, regulations, and procedures that apply to federally-assisted projects authorized under Title 23, U.S.C., with the exception that reimbursement by FHWA is based on the project's debt service schedule, rather than on the basis of capital costs incurred. FHWA does not approve the sale of debt under the GARVEE program, and the sale is not an obligation of Federal-aid funds; therefore, the sale does not constitute a commitment by the United States to provide for payment of principal or interest, or create any right of a third party against the U.S. Government for payment. A project must be authorized by FHWA under 23 U.S.C §122 before any debt service costs are incurred, and the CTB and VDOT shall not use Bond Proceeds for any cost incurred prior to authorization under 23 U.S.C. §122.

FHWA will exercise oversight on all approved debt service projects, consistent with the current Federal-aid agreements and other FHWA/VDOT agreements that are in effect. The FHWA Virginia Division has the authority to approve and/or review any of the eligible costs incurred and billed by VDOT or the costs of debt service paid from the Trust Accounts. If questionable and/or ineligible costs are identified, FHWA will contact VDOT and take appropriate action.

Project costs identified as funded with the Bond Proceeds will be billed to and paid from one or more Trust Accounts held by the Trustee under the Master Indenture. VDOT will maintain documentation for projects costs in the normal manner as well as maintaining documentation for the basis of billing the Trust Accounts for the reimbursement of such costs.

PROGRAMMING AND IDENTIFICATION OF GARVEE PROJECTS

Annually, the CTB updates the SYIP to identify all transportation projects to be carried out within the next six fiscal years, including projects selected for bond financing. Prior to authorization under 23 U.S.C. §122, GARVEE debt service costs associated with a project funded by Bond Proceeds must be included in the federally-approved STIP in accordance with the STIP Procedures Memorandum of Agreement entered into among VDOT, DRPT, FHWA, and FTA.

Exhibit A Project List

Exhibit A Project List contains all projects VDOT intends to fund with Bond Proceeds. VDOT enters the project description and the Bond Proceeds to be applied to the project, and submits to FHWA for approval prior to requesting authorization of a project with debt service. FHWA will respond in writing to any proposed adjustments to Exhibit A Project List within fifteen (15) business days of VDOT submittal.

If multiple projects are funded with Bond Proceeds, each project must be allocated a prorated share of the debt-related costs identified accordingly in the debt service schedule. Bond and issuance expenses are eligible to be allocated to projects to the extent they are reasonable, necessary, and in accordance with 23 U.S.C. § 122.

If VDOT desires to change Exhibit A Project List, due to cost underruns on a completed project, a reallocation of debt service costs associated with a project not advancing (e.g., project can no longer proceed due to environmental regulations), or any other reason, VDOT shall submit an update to the Exhibit A Project List to FHWA for approval.

AUTHORIZING AND MODIFYING GARVEE PROJECTS

Request for Authorization

VDOT shall request the authorization to proceed as “pay as you go” (23 U.S.C. §121) and/or as debt service (23 U.S.C. §122) at the project phase’s initial authorization. In the event debt service is added to a “pay as you go” project, the debt service authorization date establishes the date at which eligible debt service related costs, as identified in the debt service schedule, may be incurred and reimbursed by FHWA. All project agreement actions will be processed within the timeframes established in the Stewardship and Oversight Agreement.

The debt service schedule for each project must be submitted to FHWA with, or in advance of, VDOT’s request for authorization of the Federal-aid agreement through FHWA’s Fiscal Management Information System (FMIS). Debt service costs for which Federal reimbursement will be requested must be demonstrated in the STIP prior to VDOT submitting a request for authorization, and the FMIS request must explicitly state the authorization is under 23 U.S.C. §122.

All GARVEE debt service costs will be authorized as Advance Construction (AC) under 23 U.S.C. §115,¹ except in the case where an obligation is necessary for current Federal fiscal year reimbursements based on the debt service schedule. The use of AC procedures preserves the eligibility for reimbursement of project costs without providing a commitment, guarantee, or obligation on the part of the United States, acting by and through the FHWA to provide for payment of project costs. The State also retains the right to use non-Federal funds in lieu of Federal-aid funds for debt service costs.

Modification of GARVEE Project Agreements

Conversion of AC to obligation for all known GARVEE debt service costs are processed as the first obligation of each fiscal year to cover the payments due that year, based on the debt service schedule. The type of funds used to convert AC must directly relate to the eligibility of projects paid for by the Bond Proceeds.

Modifications to GARVEE projects should align with the Master Indenture, debt service schedule, and STIP. Should the State need to make adjustments to the projects funded by Bond Proceeds, due to overruns or shortages based on actual expenditures, VDOT will submit a revised Exhibit A Project List request in writing to FHWA for approval as provided above. Cost under runs may be added to existing GARVEE projects listed in Exhibit A Project List or may be added to a new project identified in VDOT’s request submitted for FHWA approval as provided above.

If there are changes in the project’s debt service schedule, a new schedule must be submitted with, or in advance of, the project modification request, along with justification as to the reason for the change in debt service. Reimbursement for eligible debt service costs may not be made for debt service costs incurred prior to FHWA’s authorization to proceed under 23 U.S.C. §122.

¹ 23 U.S.C. §115 allows a State to proceed with a project authorization without the use of Federal funds and in accordance with all procedures and requirements applicable to the project; there is no commitment of Federal funding until an obligation (i.e., AC conversion) occurs.

Refunding Bonds

A refunding bond issue may be a federally eligible debt financing instrument if the issue is a refunding of an outstanding GARVEE bond issue approved under the provisions of 23 U.S.C. §122. The State will consult with FHWA prior to issuing any GARVEE refunding bond to obtain approval for Federal participation in the revised debt service costs. Additionally, the CTB shall comply with all state law requirements, which may include obtaining the approval of the Treasury Board of the Commonwealth of Virginia to the terms and structure of GARVEE refunding bonds.

Following issuance of a GARVEE refunded bond for any eligible purpose, VDOT will modify the relevant project agreement(s) and debt service schedules to reflect the revised project cost and Federal share.

DEBT SERVICE BILLING AND REIMBURSEMENT

Subject to Federal-aid funds and obligation authority availability, the State will obligate the amount necessary to pay that year's Federal share of debt service as the first obligation of the Federal fiscal year. The request for obligation must align with the project's total annual payment amount according to the debt service schedule. Reimbursement will be made in accordance with established FHWA policies and the Federal Cost Principles (2 CFR 200). The State may request Federal reimbursement in sufficient time to make debt service payments in accordance with the provisions of the Cash Management Improvement Act.

VDOT agrees to maintain a system that accurately allocates eligible debt service payments, issuance costs, and other bond-related costs back to the projects. VDOT also affirms that procedures and expenditure controls are in place to ensure that all construction and bond-related costs are eligible for Federal-aid funding. If any Bond Proceeds are used for ineligible activities, a proportional share of the debt service is also ineligible for Federal-aid.

Typically, debt service payments are due to the Trustee on March 15 and September 15 each year. VDOT will submit the draft payment request to FHWA for review no later than March 1 and September 1, respectively. FHWA will review the proposed payments against the debt service schedule and respond to VDOT within two business days. FHWA will indicate adjustments necessary or approve VDOT to proceed with submitting the reimbursement request via the FMIS Current Bill module. VDOT will submit the reimbursement request no earlier than seven (7) business days prior to the due date for payment to the Trustee.

The CTB will make GARVEE debt service payment to a bond trustee in accordance with the provisions of the Master Indenture and the applicable Supplemental Trust Indentures between the CTB and the bond trustee (collectively, the GARVEE Indenture), and VDOT will pro-rate the debt service payment to each GARVEE project according to the final schedule of eligible debt service cost to be made part of the federal authorization.

Upon receipt of the funds from FHWA, VDOT will wire transfer the reimbursement of eligible debt service costs to the Trustee on or before the debt service payment due date in accordance with the terms and conditions of the GARVEE indenture.

CLOSEOUT OF GARVEE PROJECTS

Any Federal-aid project that includes debt service costs must remain open until the GARVEE bonds have been fully retired (i.e., the last debt service payment reimbursement has been made) and any adjustments to the Federal share of project costs have been finalized (i.e., the principal amount associated with the debt service payments on each project may not exceed the total eligible direct project expenditures).

If a related project had been authorized at the initial phase of authorization and does not contain any debt service costs, the project may be closed when the project is complete (e.g., for a construction project, the final inspection reports are complete) and conventional project closeout documentation is submitted to FHWA in accordance with FHWA/VDOT Stewardship and Oversight Agreement(s).

VDOT will maintain documentation of individual project costs for not less than three (3) years after closeout of the bond project.

REFERENCES

VDOT and FHWA shall adhere to the following regulations in managing the GARVEE Program: [23 U.S.C. §122](#); 23 CFR 630 & 635; and [2 CFR 200](#).

In addition to Federal regulations, FHWA guidance is available and recommended for proper management of the GARVEE Program: [2014 FHWA GARVEE Guidance](#).

Commonwealth of Virginia Federal Transportation Grant Anticipation Notes Act of 2011, Article 4 of Chapter 15 of Title 33.2 of the Code of Virginia of 1950 as amended.

Transportation Development and Revenue Bond Act (State Revenue Bond Act), Chapter 17 of Title 33.2 of the Code of Virginia of 1950 as amended.

Treasury Board, Article 8 of Chapter 24 of Title 2.2 of the Code of Virginia of 1950 as amended.

AMENDMENT

This agreement shall not be altered, modified, or amended except by instrument in writing and executed by the Parties hereto. The Parties to this MOA shall review it five (5) years from the date originally signed, and at five (5) year intervals thereafter, to determine whether the MOA can be extended without change or whether modifications are appropriate. In addition, amendments may be required prior to the five (5) year milestone in order to reflect material changes in the terms of the bonds issued, new issuances, and refinancing.

EXECUTION OF AGREEMENT

This Memorandum of Agreement is effective as of: _____.

Division Administrator
Federal Highway Administration

Chairman
Commonwealth Transportation Board

Commissioner of Highways
Virginia Department of Transportation



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item #11

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Authorization for Advancement/Allocation of Toll Facilities Revolving Account Funds Relating to the Transform 66: Inside the Beltway Project

WHEREAS, the Commonwealth Transportation Board (“CTB”), the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”) have embarked upon a multimodal transportation program, Transform66, which includes, in part, the Transform66: Inside the Beltway Project (“Transform66: Inside the Beltway Project” or “Project”); and

WHEREAS, given that the initial plans for the Project included conversion of the HOV Lanes to HOT Lanes on Interstate 66 (“I-66”), from I-495 (the Capital Beltway) to U.S. Route 29 in Rosslyn, on April 15, 2015, the CTB advanced from the Toll Facilities Revolving Account, an amount up to \$5,000,000, for the completion of the concept development and feasibility work and preparation of the procurement for the needed tolling infrastructure and related services for the Project; and

WHEREAS, pursuant to the Transform66: Inside the Beltway Project, the CTB, on December 9, 2015, authorized dynamic tolling of I-66 beginning at the intersection of I-66 and the Capital Beltway and ending at U.S. Route 29 in the Rosslyn area of Arlington County (the “Facility”) and advanced an amount up to \$60,000,000 for purposes of constructing, implementing, maintaining and operating tolling facilities on the Facility and for the development and implementation of other Project Components; and

WHEREAS, VDOT has identified approximately \$2,000,000 in additional costs that will be necessary to achieve implementation of tolling operations in December 2017;

Resolution of the Board

Authorization for Advancement/Allocation of Toll Facilities Revolving Account Funds Relating to the Transform 66: Inside the Beltway Project

July 19, 2017

Page 2

NOW, THEREFORE, BE IT RESOLVED by the Commonwealth Transportation Board that an additional amount of up to \$2,000,000 be advanced from the Toll Facility Revolving Account and allocated for purposes of completion of the construction and implementation of tolling on the Facility.

BE IT FURTHER RESOLVED by the Commonwealth Transportation Board that the Toll Facility Revolving Account shall be reimbursed for the advanced funding authorized herein in accord with section 33.2-1529 of the *Code of Virginia* out of toll revenues.

#####

CTB Decision Brief

Authorization for Advancement/Allocation of Toll Facilities Revolving Account Funds Relating to the Transform66: Inside the Beltway Project

Issue: The CTB, VDOT and DRPT have embarked upon a multimodal transportation program, Transform66, which includes, in part, the Transform66: Inside the Beltway Project (“Transform66: Inside the Beltway Project” or “Project”). To complete the efforts for construction and implementation of the toll facility, additional funding is needed.

Facts: Given that initial plans for the Project included conversion of the HOV Lanes to HOT Lanes on Interstate 66 (“I-66”), from I-495 (the Capital Beltway) to U.S. Route 29 in Rosslyn, on April 15, 2015, the CTB advanced from the Toll Facilities Revolving Account, an amount up to \$5,000,000 for the completion of the concept development and feasibility work and preparation of the procurement for the needed tolling infrastructure and related services for the Project.

Pursuant to the Transform66: Inside the Beltway Project, the CTB, on December 9, 2015, authorized dynamic tolling of I-66 beginning at the intersection of I-66 and the Capital Beltway and ending at U.S. Route 29 in the Rosslyn area of Arlington County (the “Facility”) and advanced an amount up to \$60,000,000 for purposes of constructing, implementing, maintaining and operating tolling facilities on the Project and for the development and implementation of other Project Components.

VDOT has identified approximately \$2,000,000 in additional costs that will be necessary to achieve implementation of tolling operations in December 2017. This estimate is based on VDOT staff and contractor expectations during this time.

Recommendations: VDOT recommends an additional \$2,000,000 advancement be provided to the I-66 Inside the Beltway Toll Facility from the Toll Facility Revolving Account to complete the efforts currently underway.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to approve the advance of the funds from the Toll Facility Revolving Account.

Options: Approve, Deny or Defer. If the CTB chooses not to approve the resolution, funding for the efforts underway will not be sufficient.

Public Comments/Reactions: N/A.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 12

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By:

Seconded By:

Action:

Title: Authorization for the Commissioner of Highways to Enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Interstate 264 Interchange Improvement Project (UPC's 17630/108041)

WHEREAS, the Virginia General Assembly, pursuant to Chapter 26 of Title 33.2 of the *Code of Virginia*, established the Hampton Roads Transportation Accountability Commission (HRTAC), a political subdivision of the Commonwealth; and

WHEREAS, the Virginia General Assembly, pursuant to §33.2-2600 of the *Code of Virginia*, also established the Hampton Roads Transportation Fund (HRTF) to fund new construction projects on new or existing highways, bridges, and tunnels in the localities comprising Planning District 23; and

WHEREAS, pursuant to §33.2-2608 the HRTAC may enter into contracts or agreements necessary or convenient for the performance of its duties and the exercises of its powers under Chapter 26; and

WHEREAS, §33.2-214 C of the *Code of Virginia* empowers the Commonwealth Transportation Board (Board) to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes; and

WHEREAS, on January 14, 2015 the Board authorized the Commissioner of Highways to enter into an agreement with HRTAC relating to the use of funds from the HRTF for preliminary engineering and right-of-way acquisition for Phase II of the I-64/I-264 Interchange Improvements Project – UPC's 17630/108041; and on January 8, 2015

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Interstate 264 Interchange Improvement Project (UPC's 17630/108041)

July 19, 2017

Page Two

HRTAC approved use of funds from the HRTF and execution of agreement between VDOT and HRTAC for such work; and on April 3, 2015, VDOT and HRTAC entered into said agreement; and

WHEREAS, HRTAC approved the use of funds from the HRTF and execution of an agreement between VDOT and HRTAC for additional work on Phase II of the I-64/I-264 Interchange Improvements Project, including but not limited to construction of the Project, on June 15, 2017; and

WHEREAS, VDOT has requested that the Board authorize the Commissioner to enter into an agreement with HRTAC, attached hereto as Exhibit A, relating to the use of funding from the HRTF for work necessary for advancement and construction of the Phase II of the I-64/I-264 Interchange Improvements Project.

NOW, THEREFORE, BE IT RESOLVED, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to enter into the agreement with HRTAC relating to the use of HRTF funds for advancement of the Phase II of the I-64/I-264 Interchange Improvements Project including but not limited to construction and other phases of said Project, in substantially the same form as Exhibit A, with such changes and additions as the Commissioner deems necessary, provided HRTAC approves execution of the agreement and use of funds from the HRTF for said purpose.

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CTB Decision Brief

Authorization for the Commissioner of Highways to Enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Interstate 264 Interchange Improvement Project (UPC's 17630/108041)

Issue: VDOT is requesting that the Commonwealth Transportation Board (CTB) authorize the Commissioner of Highways (Commissioner) to enter into an agreement with Hampton Roads Transportation Accountability Commission (HRTAC) for Phase II of the Interstate 264 Interchange Improvements Project located in the City of Norfolk and the City of Virginia Beach (Project).

Facts: In 2013, the General Assembly, established the Hampton Roads Transportation Fund (HRTAC Fund), which is to be funded by revenues from the new taxes imposed in Planning District 23 pursuant to Virginia Code §33.2-2600. In 2014, the Virginia General Assembly established HRTAC (see § 33.2-2601 of the *Code of Virginia*), a political subdivision of the Commonwealth, which among its various responsibilities is to approve use of HRTAC funds for new construction projects on new or existing highways, bridges, and tunnels in the localities comprising Planning District 23.

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

On January 14, 2015 the CTB authorized the Commissioner to enter into an agreement with HRTAC relating to the use of funds from the HRTF for preliminary engineering and right-of-way acquisition for Phase II of the Project. On January 8, 2015 HRTAC approved use of funds from the HRTF and execution of agreement between VDOT and HRTAC for such work, and on April 3, 2015, VDOT and HRTAC entered into said agreement.

The Project will entail extending the new C-D roadway from the Newtown Interchange to the Witchduck Interchange, reconfiguring the Newtown Interchange ramps South of I-264, reconfiguring the Witchduck Interchange ramps South of I-264, and constructing an overpass between the two interchanges that connects Greenwich Road on the South side of I-264 and Cleveland Street on the North side.

HRTAC approved the use of funds from the Hampton Roads Transportation Fund (HRTF) and execution of an agreement (attached as Exhibit A) between VDOT and HRTAC for additional work on Phase II of the I-64/I-264 Interchange Improvements Project, including but not limited to construction of the Project, on June 15, 2017.

Recommendation: VDOT recommends that the CTB delegate to the Commissioner the authority to enter into an agreement (attached as Exhibit A) with HRTAC relating to the use of HRTAC funds for additional work on Phase II of the I-64/I-264 Interchange Improvements Project, including but not limited to construction of the Project, so that this work may commence as soon as possible. This would facilitate a July 2017 Advertisement.

Action Required by the CTB: Approve by majority vote the resolution providing the authorization recommended herein.

Result, if Approved: The Commissioner will be authorized to enter into an agreement between VDOT and HRTAC for use of HRTAC Funds to pay the costs for additional work on Phase II of the I-64/I-264 Interchange Improvements Project, including but not limited to construction, thereby facilitating a July 2017 Advertisement.

Options: Approve, Deny or Defer

Public Comments/Reactions: N/A

**Standard Project Agreement for Funding and Administration
between
Hampton Roads Transportation Accountability Commission
and
Virginia Department of Transportation**

HRTAC Project Number: I-264/Witchduck Road Interchange & Ramp Extension Improvements (Parent UPC 17630/ Child UPC 108041)

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this ____ day of _____, 2017, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

WITNESSETH

WHEREAS, Chapter 766 of the 2013 Acts of Assembly established the Hampton Roads Transportation Fund (the "HRTF"), and provides that moneys deposited in the HRTF are to be used solely for new construction projects on new or existing highways, bridges, and tunnels in the localities comprising Planning District 23;

WHEREAS, Chapter 678 of the 2014 Acts of Assembly (now codified in Section 33.2-2600 *et seq.* of the Code of Virginia, as amended) (the "HRTAC Act") created HRTAC as a political subdivision of the Commonwealth of Virginia, and moved the responsibility to determine the projects that will be funded by the HRTF from the Hampton Roads Transportation Planning Organization to HRTAC;

WHEREAS, under Sections 33.2-2606 and 33.2-2607 of the Code of Virginia, HRTAC is also authorized to issue bonds and other evidences of debt, and to impose and collect certain tolls;

WHEREAS, Section 33.2-2611 of the Code of Virginia requires HRTAC to use all moneys it receives (the "HRTAC-Controlled Moneys"), which include, without limitation, moneys from the HRTF as well as any bond proceeds and collections from any tolls imposed by HRTAC, solely for the benefit of those counties and cities that are embraced by HRTAC, and in a manner that is consistent with the purposes of the HRTAC Act;

WHEREAS, VDOT is the Virginia state agency responsible for building, maintaining and operating the interstate, primary, and secondary state highway systems ("VDOT Highways");

WHEREAS, in light of VDOT's responsibilities with respect to VDOT Highways, and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, VDOT and HRTAC entered into a Memorandum of Agreement dated March 30, 2015 (the "MOA");

WHEREAS, the MOA contemplates that HRTAC may from time to time enter into Project Agreements for Funding and Administration of projects that HRTAC selects and HRTAC requests VDOT to administer and/or develop with HRTAC Controlled Moneys;

WHEREAS, HRTAC has determined that it desires to proceed with the project set forth and described on Appendix A to this Agreement (the "Project"), and that the Project would benefit the cities and counties that are embraced by HRTAC and it otherwise satisfies the requirements of the HRTAC Act;

WHEREAS, VDOT agrees to administer and/or develop the Project in accordance with the budget (the "Project Budget") and cashflow and construction schedule (the "Project Schedule") set forth and described on Appendix B to this Agreement (this Agreement and its appendices may be amended from time to time by mutual agreement of the parties to address mutually agreed changes relating to, among other things, Project scope, design, funding and regulatory approvals);

WHEREAS, HRTAC desires to provide funding for the administration and/or development of the Project out of HRTAC-Controlled Moneys, subject to the terms, conditions and limitations set forth herein;

WHEREAS, the Commonwealth Transportation Board ("CTB") has the authority, pursuant to Section 33.2-214 of the Code of Virginia, to cause VDOT to enter into this Agreement and has authorized the Commissioner of Highways to enter into agreements with HRTAC for project administration and development purposes, and Section 33.2-2608 of the Code of Virginia authorizes HRTAC to enter into this Agreement; and

WHEREAS, the CTB, by resolution passed on January 14, 2015, resolved that any agreement between VDOT and HRTAC for project services shall provide that overruns or other additional project costs shall be prorated between HRTAC and VDOT so that each party bears a proportionate share of the additional costs based on each party's percentage responsibility of the initial project budget; and

WHEREAS, HRTAC's governing body and the CTB have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evidenced by copies of each such entity's clerk's minutes or such other official authorizing documents which are appended hereto as Appendix E.

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

A. VDOT's Obligations

VDOT shall:

1. Complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (i)

any and all applicable federal, state, and local laws and regulations, and (ii) all terms and conditions of this Agreement, including, without limitation, the Project Budget and Project Schedule reflected in Appendix B, which Project Budget and Project Schedule (A) VDOT represents have been prepared in good faith, in accordance with the practices and procedures that VDOT uses for projects where the state or VDOT bears the cost of the project (including, without limitation, the practices used to price and budget services that may be internally sourced, such as Construction Engineering Inspection/CEI), and (B) the parties acknowledge may be amended pursuant to Section A.8 below or as follows:

- (a) In the event that VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall notify HRTAC's Executive Director of the significant reduction in costs. For purposes of this Section A.1(a), HRTAC and VDOT agree that a "significant reduction in costs" shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the effect of the reduction (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state or federal contributions, then the commitment of each funding source would be reduced by its proportionate share of the reduction in costs, which proportionate share will be based on the funding source's proportionate responsibility for the total budgeted costs before the reduction was realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).
- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for

the total budgeted cost before the additional funding became available).

2. Without limiting the foregoing,
 - (a) VDOT shall select contractors, contract with contractors, and administer and enforce contracts all in a manner that is consistent in all material respects with the policies, procedures and practices that VDOT uses where the state or VDOT bears the cost of a project; for example, VDOT shall use its customary policies, procedures and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using, where applicable, standard terms/forms), and monitoring and enforcing performance of contracts;
 - (b) VDOT shall not enter into any contract to perform the work related to the Project if (i) the cost of that contract would exceed the portion of the Project Budget reflected in Appendix B that is allocated to the work covered by that contract, (ii) the cost of that contract, when aggregated with the cost of all other contracts relating to the Project that have been, or are expected to be, entered into would exceed the Project Budget reflected in Appendix B, or (iii) the schedule in the contract for performing and paying for the work related to the Project would be materially different (whether accelerated or delayed) from the Project Schedule set forth in Appendix B; in addition, if the bids or proposals received for any portion of the Project are not qualitatively consistent with VDOT's standards for that work or quantitatively within VDOT's projections for that work, each as determined by VDOT in its good faith judgment, VDOT shall (i) undertake a new procurement, or (ii) recommend alternative measures to HRTAC, and seek HRTAC's advice and consent regarding pursuit of those alternative measures. If HRTAC grants its written consent to a modification to the Project Budget and/or Project Schedule in order to permit VDOT to enter into a contract to perform the work, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to reflect the modified Project Budget and Project Schedule.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule,

VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).

4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if the HRTAC Act does not permit such Project cost to be paid with HRTAC funds.
5. Recognize that, if the Project contains "multiple funding phases" (as such "multiple funding phases" are set out for the Project on Appendix A), for which HRTAC will provide funding for such multiple funding phases (as scheduled on Appendix B), HRTAC may not have sufficient cash flows to permit accelerated funding to VDOT and to advance the funding schedule for the Project. In any circumstance where VDOT seeks to advance the funding schedule for the Project, VDOT shall submit a written request to HRTAC's Executive Director explaining VDOT's reasons why HRTAC should authorize acceleration to the next funding phase. (As used in this Agreement, "Executive Director" shall mean HRTAC's Chairman if at any applicable time, HRTAC has not engaged a dedicated, full-time Executive Director.) HRTAC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and HRTAC's current and projected cash flow position and make a recommendation to HRTAC whether to authorize VDOT's requested accelerated funding. The foregoing shall not prohibit VDOT from providing its own funds to advance a future funding phase of the Project and from requesting reimbursement from HRTAC for having advance funded a future phase of the Project; however, VDOT further recognizes that HRTAC's reimbursement to VDOT for having advance funded a phase of the Project will be dependent upon HRTAC's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Appendix B.
6.
 - (a) Permit HRTAC's Executive Director to periodically update HRTAC's cash flow estimates for the Project with the objective toward keeping those estimates accurate throughout the performance of the Project. VDOT shall provide all available information reasonably required by HRTAC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the performance of the Project as described in Appendix B.
 - (b) Provide HRTAC's Executive Director with the monthly reports described on Appendix D.

7. Provide to HRTAC's Executive Director requests for payment consistent with Appendix C (and the most recently approved HRTAC cash flow estimates) that include (a) HRTAC's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by HRTAC, and (b) certifications that all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by HRTAC, VDOT can expect to receive payment within twenty (20) days upon receipt by HRTAC. Approved payments may be made by means of electronic transfer of funds from HRTAC to or for the account of VDOT.

8. (a) Promptly notify HRTAC's Executive Director if VDOT determines that any additional, unbudgeted costs may be incurred to perform and complete the Project ("Additional Costs"), which notice shall include a description of the Additional Costs, an explanation of how they arose and the assumptions in the initial budget regarding those costs, and a detailed estimate of the Additional Costs. VDOT shall make recommendations regarding any curative actions that may be available relating to such Additional Costs, including any potential modification or reduction that may be made to the Project scope or design, or any other action, in order to stay within the initial budget for the Project. If the Additional Costs can be absorbed in the Project Budget by modifying or reducing the scope or design of the Project (or avoided by cancelling the Project or any portion thereof), HRTAC may, in its sole discretion, elect to (i) authorize VDOT to proceed with such modifications or reductions, (ii) authorize the Additional Costs (or if a combination of (i) and (ii) is feasible, HRTAC may elect such combination), or (iii) elect to cancel the Project or a portion thereof; provided, however, in any case, the respective obligations of VDOT and HRTAC, as modified by the elected alternative, shall be set forth in an amendment to this Agreement (VDOT and HRTAC shall work in good faith to finalize and execute such amendment). If the Additional Costs cannot be absorbed in the initial budget by modifying or reducing the scope or design of the Project (and HRTAC elects option (ii) above), then, subject to Section F below, such Additional Costs shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget. In the event that HRTAC elects to cancel the Project (or any portion thereof) pursuant to this Section A.8(a)(iii), (A) all compensation due and owing to any and all contractors for work on the Project that has been completed at the time of cancellation, shall be paid in accord with Appendix B, and (B) subject to Section F, all reasonable costs associated with the cancellation due and owing to

said contractors pursuant to the terms of the contracts with the contractors, which terms shall be consistent with VDOT's standard contract terms relating to contract cancellation and termination, (the "Breakage Compensation"), shall be paid with HRTAC-Controlled Moneys, unless VDOT and HRTAC mutually determine that cancellation of the Project is necessary or warranted, in which case, the Breakage Compensation shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget.

- (b) VDOT shall not include in any contract with a contractor working on the Project any term, condition or remedy in respect of Additional Costs that is more favorable to the contractor than the terms, conditions or remedies VDOT includes in standard contracts where the state or VDOT bears the cost of the project.
- (c) The Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the VDOT Roads and Bridge Specifications and §§ 33.2-1101 through 33.2-1105 of the Code, as amended. VDOT shall promptly notify HRTAC if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the Project Budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section A.8(a) unless the settlement has been approved by HRTAC. Funding for the settlement will be prorated based on the respective proportionate share of the HRTAC-Controlled Moneys and state and federal funds in the Project Budget. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the proration rule set forth in the preceding sentence.
- (d) Notwithstanding anything to the contrary set forth herein, if any additional cost (including, without limitation, any additional cost relating to a contractor claim described in Section A.8(c) above) arises out of or results from VDOT's negligence or breach of contract, HRTAC shall not be responsible for such additional costs.

9. Release or return any unexpended funds to HRTAC no later than 90 days after final payment has been made in respect of the Project.
10. 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.
11. 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.
12. Reimburse HRTAC (or such other entity as may have provided funds) for all funds provided by HRTAC (or on behalf of HRTAC) and, to the extent applicable and permitted by law, with interest earned at the rate earned by HRTAC, that VDOT misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, or any term or condition of this Agreement.
13. Acknowledge that VDOT is solely responsible for the administration and/or development of the Project and all engagements, commitments and agreements with contractors. VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC bond trustee as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation.
15. Subject to and consistent with the requirements of Section F of this Agreement, upon final payment to all contractors for the Project, if the Project is or is part of a VDOT Highway, VDOT will use the Project for its intended purposes for the duration of the Project's useful life. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project after its completion (including responsibility to correct any defects or to cause any defects to be corrected), and under no circumstances will HRTAC have any responsibility or obligation to operate and/or maintain the Project (or correct defects with respect to the Project). The provisions in this Section

A.15 will survive the completion of the Project under this Agreement and/or the termination of this Agreement.

16. Comply with all applicable federal, state and local laws and regulations, including without limitation requirements of the Virginia Public Procurement Act.
17. Recognize that VDOT or its contractors are solely responsible for obtaining, and shall obtain, all permits, permissions and approvals necessary to construct and/or operate the Project, including, but not limited to, obtaining all required VDOT and local land use permits, zoning approvals, environmental permits, and regulatory approvals.
18. Recognize that if the Project is being funded, in whole or in part, with federal and/or state funds (in addition to HRTAC Controlled-Moneys), that VDOT shall (a) take any and all necessary actions to satisfy any conditions to such additional federal and/or state funding (provided that such actions are within the control of VDOT) and to enforce any commitments made in connection therewith, (b) comply with all applicable federal and Commonwealth funding requirements within the control or purview of VDOT, and (c) include in its contracts with contractors provisions that permit such contracts to be terminated, without penalty, if the funding is rescinded or otherwise becomes unavailable (for clarification, a provision shall not be deemed to include a penalty solely as a result of terms that require payment of compensation due and owing at the time of cancellation and reasonable costs associated with cancellation provided that such costs are consistent with costs paid pursuant to VDOT's standard contract terms relating to contract cancellation and termination). VDOT acknowledges and agrees that if funding from such an additional federal or state source is rescinded or otherwise becomes unavailable HRTAC (i) shall not be responsible for any amount in excess of its commitment set forth on Appendix B, and (ii) may (A) replace said reduced funding with HRTAC Controlled-Moneys or (B) may request VDOT to immediately suspend or discontinue all work relating to the Project, provided if HRTAC requests suspension HRTAC shall be responsible for the costs reasonably incurred in connection with such suspension. Should HRTAC not replace the reduced funding or request VDOT to suspend or discontinue work, VDOT may reduce the Project scope or take any other actions needed to reduce the Project costs to the Project Budget.
19. Provide a certification to HRTAC no later than 90 days after final payment for the Project that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.

B. HRTAC's Obligations

HRTAC shall:

1. Subject to the limitations as to amounts set forth in Appendix B (and subject to Section F of this Agreement), provide to VDOT the funding authorized by HRTAC for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by HRTAC.
2. Assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of HRTAC for purposes of ensuring it is being completed in compliance with this Agreement and all HRTAC requirements. HRTAC's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with HRTAC's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by VDOT for the Project. HRTAC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope of the Project as set forth on Appendix A or to the Project Budget and Project Schedule as set forth on Appendix B.
3. Route to HRTAC's assigned Program Coordinator all VDOT payment requisitions and the summaries of actual costs submitted to HRTAC for the Project. After submission to HRTAC, HRTAC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. HRTAC's Program Coordinator will then make a recommendation to the HRTAC's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from VDOT. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is, in HRTAC's reasonable judgment, deemed insufficient, within twenty (20) days from receipt, HRTAC's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed in order to authorize the payment request. Payment will be withheld until all deficiencies identified by HRTAC have been corrected to HRTAC's reasonable satisfaction. Under no circumstances will HRTAC authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the HRTAC Act or this Agreement.
4. Route all of VDOT's accelerated or supplemental requests for funding from HRTAC under Sections A.5 and A.8, respectively, of this Agreement to HRTAC's Executive Director. HRTAC's Executive Director will initially review those requests and all supporting documentation with HRTAC's

CFO. After such initial review, HRTAC's Executive Director will make a recommendation to HRTAC's Finance Committee for its independent consideration and review. HRTAC's Finance Committee will thereafter make a recommendation on any such request to HRTAC for final determination by HRTAC.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to assess whether the work being performed likely remains within the scope of this Agreement, the HRTAC Act and other applicable law. Such compliance reviews may entail review of VDOT's financial records for the Project and on-Project site inspections.
6. Acknowledge that if, as a result of HRTAC's review of any payment requisition or of any HRTAC compliance review, HRTAC staff determines that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, HRTAC staff will promptly advise HRTAC's Executive Director and will advise VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to HRTAC's initial findings. HRTAC's staff will review VDOT's response and make a recommendation to HRTAC's Finance Committee. HRTAC's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to HRTAC. If HRTAC makes a final determination that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, the parties should engage in dispute resolution as provided in Section D of this Agreement. Pending final resolution of the matter, HRTAC will withhold further funding on the Project. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Upon making final payment to VDOT for the Project, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans, if any, developed pursuant to or in association with 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.
8. Be the sole determinant of the amount and source of HRTAC funds to be provided and allocated to the Project and the amounts of any HRTAC funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.

2. VDOT may terminate this Agreement, for cause, in the event of a material breach by HRTAC of this Agreement. If so terminated, HRTAC shall pay for all Project costs incurred in accordance with the terms of this Agreement through the date of termination and all reasonable costs incurred by VDOT to terminate all Project-related contracts. The Virginia General Assembly's failure to appropriate funds to HRTAC as described in Section F of this Agreement and/or repeal or amendment of the legislation establishing the HRTF or HRTAC's powers shall not be considered material breaches of this Agreement by HRTAC if such failure to appropriate or such repeal or amendment eliminates funds in the HRTF to be used for the Project or renders HRTAC without legal authority to provide funding for the Project. Before initiating any proceedings to terminate under this Section, VDOT shall give HRTAC sixty (60) days written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing HRTAC an opportunity to investigate and cure any such alleged breach.
3. HRTAC may terminate this Agreement, for cause, resulting from VDOT's material breach of this Agreement. If so terminated, VDOT shall refund to HRTAC all funds HRTAC provided to VDOT for the Project and, to the extent permitted by law, with interest earned at the rate earned by HRTAC. HRTAC will provide VDOT with sixty (60) days written notice that HRTAC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law.
4. Upon termination and payment of all eligible expenses as set forth in Section C.3 above, VDOT will release or return to HRTAC all unexpended HRTAC funds and, to the extent permitted by law, with interest earned at the rate earned by HRTAC, 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 promptly in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. HRTAC's Executive Director and the Commissioner 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 HRTAC and

to the Commissioner 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 or in equity, including all judicial remedies. The foregoing dispute resolution method shall not bar either party's right to seek equitable relief on an emergency basis.

E. HRTAC's Interest in Project Assets

VDOT 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 HRTAC under this Agreement ("Assets") for the designated transportation purposes of the Project and in accordance with applicable law throughout the useful life of each such Asset. If VDOT intends to sell, convey, or dispose any Asset funded with HRTAC funds or intends to use any Asset for a purpose inconsistent with this Agreement, VDOT shall notify HRTAC's Executive Director in writing of any such intent before further action is taken by VDOT in furtherance thereof. Upon receiving notification from VDOT, HRTAC's Executive Director shall notify HRTAC of VDOT's intended action(s). The parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding VDOT's proposed sale, conveyance, disposition, or use of any such Asset(s) so as to ensure compliance with all applicable requirements of the HRTAC Act (without limiting the foregoing, VDOT acknowledges that under the HRTAC Act and applicable law, HRTAC is vested with the right to impose and collect tolls on facilities constructed by the Commission). All recommendations and/or proposed remedial actions developed by the parties' designated representatives during the meet and confer process shall be formally presented to HRTAC and the Commissioner for their respective approval.

F. Appropriations Requirements

1. Nothing herein shall require or obligate HRTAC to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.
2. The parties acknowledge that all funding provided by HRTAC pursuant to the HRTAC Act is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the HRTF pursuant to applicable provisions of the Code of Virginia and any other moneys that the General Assembly appropriates for deposit into the HRTF are subject to appropriation by the General Assembly and (ii) HRTAC's obligations under this Agreement are subject to such moneys being appropriated to the HRTF by the General Assembly.
3. The parties agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available to VDOT for HRTAC projects.

4. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to HRTAC that such additional funds have been allocated and authorized by the CTB and/or appropriated by the Virginia General Assembly as may be applicable or have been obtained through another independent, lawful source.

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: HRTAC, to the attention of its Executive Director and Chairman;
723 Woodlake Drive
Chesapeake, VA 23320
- 2) to: VDOT, to the attention of:
Commissioner, Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219

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

- (a) This Agreement may not be modified or amended, except pursuant a written agreement that is duly authorized, executed and delivered by both parties.
- (b) If HRTAC is able to obtain a source of funding for the Project that would reduce or replace the amount of HRTAC-Controlled Moneys expended on the Project, VDOT and HRTAC will work in good faith to amend this Agreement so it takes into account that other funding.
- (c) If HRTAC proposes to issue bonds, VDOT and HRTAC will work in good faith to adopt such amendments to this Agreement as VDOT and HRTAC may mutually agree are necessary and desirable in connection with the bond offering, including, without limitation, tax covenants of the type made by VDOT under its Project Agreements with the Northern Virginia Transportation Authority.

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, member, 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

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

L. Sovereign Immunity

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

M. Incorporation of Recitals and Appendices

The recitals and Appendices 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 the 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.

[Signature page follows]

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.

Hampton Roads Transportation Accountability Commission

By: _____

Name: _____

Title: _____

Date: _____

Virginia Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

Appendix A –Narrative Description of Standard Project Services

HRTAC Project Title: I-264/Witchduck Road Interchange & Ramp Extension Improvements (Parent UPC 17630/Child UPC 108041)

Recipient Entity: Virginia Department of Transportation

VDOT Program Manager Contact Information: Tony Gibson (757) 925-2274

HRTAC Executive Director: Kevin Page (757) 420-8300

Project Scope

The Standard Project Services are intended to include overall project work and are set forth in more detail below in the Detailed Scope of Services. Generally, the overall project entails extending the new C-D roadway from the Newtown Interchange to the Witchduck Interchange, reconfiguring the Newtown Interchange ramps South of I-264, reconfiguring the Witchduck Interchange ramps South of I-264, and constructing an overpass between the two interchanges that connects Greenwich Road on the South side of I-264 and Cleveland Street on the North side.

Detailed Scope of Services

The detailed scope of the Standard Project Services addressed by this Agreement (and to which the funding provided thereunder relates) consists of the Construction (CN) Phase for the overall design bid build project described above and for which CN Advertisement is currently scheduled for June 2017.

The cost estimate provided in Appendix B was developed using VDOT’s Project Cost Estimating System and was current as of the date the Appendix B was executed. Any additional costs for the CN Phase of the Project will be subject to and addressed in accord with the terms of this Standard Project Agreement.

**APPENDIX B
PROJECT BUDGET, PROJECT SCHEDULE, AND CASHFLOW**

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title:	I-264/Witchduck Road Interchange & Ramp Extension Improvements (Parent UPC 17630/Child UPC 108041)
Scope of Project Services:	Project Services to support the CN Phase of I-264/Witchduck Road Interchange & Ramp Extension Improvements (17630/108041)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Anthony Gibson 757-925-2274
Baseline Schedule:	CN NTP October 2017 - CN End September 2021

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	HRTAC PayGo Funds	HRTAC Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work			\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition		\$ -				
Construction	\$ 126,028,411.00	\$ 73,157,117.00		Fed/State/ Local	\$ 52,871,294.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 126,028,411.00	\$ 73,157,117.00	\$ -	\$ -	\$ 52,871,294.00	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020		Total Fiscal Year 2021		Total Fiscal Year 2022	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction	21,000,000.00		34,750,000.00		34,750,000.00		27,250,000.00		8,278,411.00	
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost		\$ -	\$ 34,750,000.00	\$ -	\$ 34,750,000.00	\$ -	\$ 27,250,000.00	\$ -	\$ 8,278,411.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 18 Mthly Cash Flow		FY 19 Mthly Cash Flow		FY 20 Mthly Cash Flow		FY 21 Mthly Cash Flow		FY 22 Mthly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 3,000,000.00		\$ 3,000,000.00		\$ 2,750,000.00		\$ 2,000,000.00	
August			\$ 3,000,000.00		\$ 3,000,000.00		\$ 2,500,000.00		\$ 2,000,000.00	
September			\$ 3,000,000.00		\$ 3,000,000.00		\$ 2,500,000.00		\$ 2,000,000.00	
October			\$ 3,000,000.00		\$ 3,000,000.00		\$ 2,500,000.00		\$ 1,139,206.00	
November			\$ 2,750,000.00		\$ 2,750,000.00		\$ 2,500,000.00		\$ 1,139,205.00	
December	\$ 3,000,000.00		\$ 2,750,000.00		\$ 2,750,000.00		\$ 2,500,000.00			
January	\$ 3,000,000.00		\$ 2,750,000.00		\$ 2,750,000.00		\$ 2,000,000.00			
February	\$ 3,000,000.00		\$ 2,750,000.00		\$ 2,750,000.00		\$ 2,000,000.00			
March	\$ 3,000,000.00		\$ 2,750,000.00		\$ 2,750,000.00		\$ 2,000,000.00			
April	\$ 3,000,000.00		\$ 3,000,000.00		\$ 3,000,000.00		\$ 2,000,000.00			
May	\$ 3,000,000.00		\$ 3,000,000.00		\$ 3,000,000.00		\$ 2,000,000.00			
June	\$ 3,000,000.00		\$ 3,000,000.00		\$ 3,000,000.00		\$ 2,000,000.00			
Total per Fiscal Year	\$ 21,000,000.00	\$ -	\$ 34,750,000.00	\$ -	\$ 34,750,000.00	\$ -	\$ 27,250,000.00	\$ -	\$ 8,278,411.00	\$ -

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

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

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

Signature
Commissioner
Title

Signature
HRTAC Chairman
Title

Date
Charles A. Kilpatrick, P.E.
Print name of person signing

Date
William D. Sessoms, Jr
Print name of person signing

APPENDIX C

FORM OF PAYMENT REQUISITION

HRTAC Project Title and Number: _____

Project Scope/Services Description: [From Appendix B] _____

Draw Request Number: _____

Date: _____, 20__

Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, VA 23320

Attention _____, Program Coordinator:

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration for the project services noted above and dated _____, 20__ (the "Agreement") between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT"). VDOT hereby requests \$_____ of HRTAC 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 this requisition 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) the tax covenants set forth in another Appendix to the Agreement, (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 HRTAC to withhold the requested advance.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Recommended For Payment

By: _____

Name: _____

Title: HRTAC Program Coordinator

DETAILED PAYGO REQUEST

Draw Request Number: _____ Request Date: _____
 HRTAC Project Number: _____ Project Title: _____

Cost Category	HRTAC Approved Project Costs	Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
Project Starting Balance	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
Other (please explain)	-	-	-	\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
Requisition Amount				\$ -

Instructions

1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by HRTAC
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice
4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
5. Column E- Please enter the dollar amount listed on the invoice.
6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

APPENDIX D

REPORTS TO BE PROVIDED BY VDOT

1) Monthly Project Expenditure Report which lists, by category of expense (*e.g.*, engineering, ROW, utility relocations, construction), (a) information regarding expenditures to date against the budget, both monthly and for the life of the project, and a statement of the percent completed; and (b) such other information as VDOT customarily provides with monthly expenditure reports

2) Monthly Project Report which provides (a) an overview of progress on major project tasks; (b) information regarding the budget (such as, the baseline planned forecast, any approved changes thereto, the monthly expenditures, the cumulative expenditures, and the cumulative forecasted expenditures); (c) future key tasks; and (d) significant issues.

APPENDIX E

OFFICIAL AUTHORIZING DOCUMENTS



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item #13

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: Seconded By: Action:

Title: Delegation of Authority for the Commissioner of Highways to Enter into a Memorandum of Understanding (MOU) between the Virginia Department of Transportation (VDOT) and the Virginia Port Authority (VPA) to provide berth availability to the Jamestown-Scotland Ferry (Ferry) at Richmond Marine Terminal during significant weather events.

WHEREAS, the VPA is a body corporate and political subdivision of the Commonwealth of Virginia vested with certain powers set forth in Title 62.1, Chapter 10 of the Code of Virginia (1950) as amended; and

WHEREAS, the VPA, through its operating subsidiary, Virginia International Terminals, LLC (VIT), operates the port facilities known as Richmond Marine Terminal located at 5000 Deepwater Terminal Road in the City of Richmond, Virginia; and

WHEREAS, VDOT operates the Ferry, an automobile and bus ferry service crossing the James River in the Commonwealth of Virginia; and

WHEREAS, VDOT wishes to secure berth space for the Ferry in the event of significant weather events; and

WHEREAS, VDOT and VPA have developed an MOU which sets forth the responsibilities of the parties relating to berth availability at the Richmond Marine Terminal, and to VDOT's ability to access and use the available berths in a significant weather event; and

Resolution of the Board

Delegation of Authority for the Commissioner of Highways to Enter into a Memorandum of Understanding (MOU) between the Virginia Department of Transportation (VDOT) and the Virginia Port Authority (VPA) to provide berth availability to the Jamestown-Scotland Ferry (Ferry) at Richmond Marine Terminal during significant weather events
July 19, 2017

Page Two

WHEREAS, § 33.2-214(C) of the *Code of Virginia* authorizes the Commonwealth Transportation Board to enter into agreements with local districts, commissions, agencies, and other entities created for transportation purposes.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to § 33.2-214(C) of the *Code of Virginia*, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to enter into a Memorandum of Understanding with the VPA (attached hereto as Exhibit A), relating to berth availability for the Ferry during significant weather events, in substantially the same form as Exhibit A, with such changes and additions as the Commissioner deems necessary.

###

Commonwealth Transportation Board (CTB) Decision Brief

Delegation of Authority for the Commissioner of Highways to Enter into a Memorandum of Understanding (MOU) between the Virginia Department of Transportation (VDOT) and the Virginia Port Authority (VPA) to provide berth availability to the Jamestown-Scotland Ferry (Ferry) at Richmond Marine Terminal during significant weather events.

Issue: VDOT seeks from the Commonwealth Transportation Board (Board) approval of and authority for the Commissioner to enter into an MOU between VDOT and VPA in which VPA will provide berth availability to the Ferry at Richmond Marine Terminal during significant weather events such as hurricanes, blizzards or other storms in which sustained wind speeds equal or exceed fifty (50) miles-per-hour or in which other conditions could result in severe damage to ferry facilities and vessels if vessels remained at Scotland Wharf.

Facts: VPA, through its operating subsidiary, Virginia International Terminals, LLC (“VIT”), operates the port facilities known as Richmond Marine Terminal located at 5000 Deepwater Terminal Road in the City of Richmond, Virginia. VDOT operates the Ferry, an automobile and bus ferry service crossing the James River in the Commonwealth of Virginia.

VDOT wishes to secure berth space for the Ferry in the event of significant weather events.

VDOT and VPA have developed an MOU which sets forth the responsibilities of the parties relating to berth availability at the Richmond Marine Terminal and to VDOT’s ability to access and use the available berths in a significant weather event.

Section 33.2-214(C) of the *Code of Virginia* empowers the CTB to enter into agreements with local districts, commissions, agencies or other entities created for transportation purposes.

Recommendation: VDOT recommends that the Board delegate to the Commissioner the authority to execute the MOU with VPA, attached hereto as Exhibit A, relating to berth availability for the Ferry during significant weather events, in substantially the same form as Exhibit A, with such changes and additions as the Commissioner deems necessary.

Action Required by CTB: Approve by majority vote the resolution providing the authorization recommended herein.

Result, if Approved: The Commissioner will be authorized to execute an MOU between VDOT and VPA as described above, in substantially the same form as Exhibit A, with such changes and additions as the Commissioner deems necessary.

Options: Approve, Deny, or Defer

Public Comment/Reaction: N/A

Exhibit A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGINIA PORT AUTHORITY
AND
THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

This Memorandum of Understanding (“MOU”) entered into this _____ day of July, 2017, between the Virginia Port Authority, a body corporate and political subdivision of the Commonwealth of Virginia (“VPA”), and the Virginia Department of Transportation, an agency of the Commonwealth of Virginia, (“VDOT”) (collectively referred to as the “Parties”) provides as follows:

WHEREAS, the VPA is a body corporate and political subdivision of the Commonwealth of Virginia vested with certain powers set forth in Title 62.1, Chapter 10 of the Code of Virginia (1950) as amended; and

WHEREAS, the VPA, through its operating subsidiary, Virginia International Terminals, LLC (“VIT”), operates the port facilities known as the Richmond Marine Terminal (“Terminal”) located at 5000 Deepwater Terminal Road in the City of Richmond, Virginia (“Premises”);

WHEREAS, VDOT operates the Jamestown-Scotland Ferries, an automobile and bus ferry service utilizing four ferry boats, the Pocahontas, Williamsburg, Surry and Virginia, crossing the James River in the Commonwealth of Virginia (the “Ferries”);

WHEREAS, VDOT wishes to secure protected alternate berth space for the Ferries in the event of significant weather events;

WHEREAS, the Commonwealth Transportation Board, by a duly enacted resolution dated July 19, 2017, has, pursuant to its authority under section 33.2-214 (C) of the Code of Virginia, approved VDOT entering into this MOU designating the Commissioner of Highways to execute the same; and

WHEREAS, the VPA is willing to provide such berth space to VDOT according to the terms and conditions of this MOU.

NOW THEREFORE WITNESSETH, that for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The VPA agrees to provide berth availability to the Ferries at Richmond Marine Terminal during significant weather events such as hurricanes, blizzards, or other storms in which sustained wind speeds equal or exceed fifty (50) miles-per-hour or in the event of other conditions the severity of which would result in severe damage to ferry facilities and vessels if vessels remained at Scotland Wharf.

2. In the event that significant weather events triggering the obligations herein can be anticipated, VDOT shall coordinate with Ferry employees and VPA/VIT employees to ensure adequate berth space be made readily available for the Ferries.

3. VDOT’s use of said Premises shall be limited to the Terminal area specified in this MOU and no materials, equipment or supplies may be placed or stored adjacent to or outside the Premises above described. VDOT may not enter, use, or occupy any other portion of the Terminal except as permitted by this MOU or by any other written agreement between VDOT and VPA. Notwithstanding the foregoing, VPA shall provide parking for up to two (2) VDOT/Ferry employee vehicles a reasonable distance from the berth.

4. VDOT shall hire, at its own expense, properly credentialed employee escorts with their own Transportation Worker Identification Credential (“TWIC Card”) in the event that individuals attempting to gain ingress onto the Terminal do not possess a proper TWIC credential required for entry onto marine terminals such as RMT.

5. VDOT shall observe, comply with, and be subject to the rules, regulations, policies, and procedures set by the Terminal or VPA, as the same may be amended from time to time. These include, without limitation, those governing access, safety, reporting, traffic, security, handling and use of Hazardous Materials, and general operations. VDOT further covenants that it will comply, at its own cost and expense, with all federal, state and/or municipal laws, ordinances, rules, and regulations relating to the business conducted in the Terminal and Premises and by VDOT on its vessel(s) including, but not limited to, compliance with OSHA, the Americans with Disabilities Act, and those imposed by the U.S. Coast Guard, the local fire department, and the Department of Homeland Security and its constituent agencies.

6. VDOT agrees not to permit or do any act which interferes with the rights or operations of VPA or other users or occupants of the Terminals, or which in any way will injure or annoy them.

IN WITNESS WHEREOF, the Parties to this Memorandum of Understanding have caused it to be executed pursuant to their express authority this ____ day of July, 2017.

Virginia Port Authority

By: _____(SEAL)
John F. Reinhart, Executive Director

Virginia Department of Transportation

By: _____(SEAL)
Charles A. Kilpatrick, P.E.,
Commissioner of Highways



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 14

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

**Made By: Seconded By:
Action:**

Title: Policy and Guidelines for the Revenue Sharing Program (Revision)

WHEREAS, § 33.2-357 of the *Code of Virginia* specifically stipulates that the Commonwealth Transportation Board (Board) shall establish guidelines for the purpose of distributing and administering revenue sharing program funds allocated by the Board; and

WHEREAS, it is the sense of the Board that the existing Revenue Sharing Program Policy and the program guidelines adopted by the Board on July 15, 2015 should be amended to provide additional clarification in administration of the revenue sharing program.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following policy to govern the use of revenue sharing funds pursuant to § 33.2-357 of the *Code of Virginia*:

1. The Revenue Sharing Program shall provide a matching allocation up to \$5 million to any county, city or town for projects designated by the locality for improvement, construction or reconstruction of highway systems within such locality with up to \$5 million for use by the county, city or town for maintenance projects for highway systems within such county, city or town. The maximum total matching allocation, including transfers, that the Board may approve per project shall not exceed \$10 million.
2. Revenue Sharing funds shall be prioritized and allocated in accordance with the provisions of § 33.2-357 B of the *Code of Virginia* and, then, as further outlined in the Revenue Sharing Program Guidelines.
3. Application for program funding must be made by resolution of the governing body of

the jurisdiction requesting the funds. A locality may request funds for a project located within its own jurisdiction or in an adjacent jurisdiction, with a supporting resolution from the governing body of the adjacent locality. Towns not maintaining their own streets are not eligible to receive Revenue Sharing Program funds directly; their requests must be included in the application of the county in which they are located. All requests must include a priority listing of projects.

4. Funds may be administratively transferred by the Department of Transportation from one revenue sharing project to another existing revenue sharing project. Upon request of the locality, VDOT will review a requested transfer for eligibility and then seek concurrence by the respective VDOT District Board member. If approved by the Board, revenue sharing funds may also be transferred to an existing project in the Six Year Improvement Program or Secondary Six Year Plan if needed to meet an advertisement or award date scheduled within one year of the request or to address a completed project which is in deficit. The Department may deallocate the transferred funds if the recipient project has not been advertised or awarded within one year. The Department will establish deallocation procedures. Requests for all transfers must be made in writing by the County Administrator or City/Town Manager. All transfer requests must include the reasons for the request and the status of both projects. Funds from a cancelled project will be returned to the statewide Revenue Sharing Program account and these funds can only be reallocated by the Board. Any funds transferred from a project cannot be backfilled by future allocation requests or transfers.
5. The Revenue Sharing Program is intended to provide funding for immediately needed improvements or to supplement funding for existing projects. Larger new projects may also be considered; however, if the estimated project cost exceeds the Revenue Sharing Program funding request, the locality must identify other funding sources and commit locality funding amounts as necessary to complete the project. Projects receiving revenue sharing funds shall be initiated and at least a portion shall be expended within one year of the allocation. For any project that has not been initiated within one year, the Board has the discretion to defer consideration of future allocations until the project moves forward. If a project having funds allocated under this program has not been initiated within two subsequent fiscal years of allocation, the funds may be reallocated at the discretion of the Board.

BE IT FURTHER RESOLVED that the Board approves the Revenue Sharing Program Guidelines as revised and attached hereto.

BE IT FURTHER RESOLVED that the Board will reevaluate this Policy and the approved guidelines after two Revenue Sharing application cycles and prior to five years from the effective date of this Policy.

BE IT FURTHER RESOLVED that the Board supports funding the Revenue Sharing Program at a minimum of \$100 million annually.

BE IT FURTHER RESOLVED that the Board should consider increasing the funding provided to the Revenue Sharing Program over a two year period should biennial funding for SMART Scale exceed \$1.2 billion.

BE IT FURTHER RESOLVED that the above policy shall become effective August 1, 2017, and all revenue sharing program policies previously adopted heretofore by the Board governing the use of revenue sharing funds shall be rescinded simultaneously.

#####

CTB Decision Brief

Revenue Sharing Policy and Guidelines Revisions

Issue: Pursuant to §33.2-357 of the *Code of Virginia (Code)*, the Commonwealth Transportation Board (CTB) may make an equivalent matching allocation from revenues made available by the General Assembly (“Revenue Sharing allocation”) for improvement, construction, reconstruction, or maintenance of systems of state highways to any locality for designations by the governing body under certain conditions. This program is commonly known as the Revenue Sharing Program and is managed through the Local Assistance Division within VDOT. Virginia Code establishes certain parameters regarding annual allocations, maximum annual locality requests, and the priorities for which allocations must be distributed. The CTB, however, establishes actual annual allocations and Policy regarding how funding may be distributed and approves VDOT’s Revenue Sharing Guidelines. The CTB is considering changes to the Policy and the Revenue Sharing Guidelines proposed by a CTB Revenue Sharing Study Committee established by the Secretary of Transportation.

Facts: According to the *Code*, the CTB shall allocate no more than \$200 million and no less than \$15 million in each fiscal year under the Revenue Sharing Program. The Revenue Sharing Code provisions allow eligible localities to request up to \$10,000,000 to improve, construct, reconstruct or maintain the highway systems located within such locality, in another locality or between two or more localities with up to \$5 million for use by a locality for maintenance of the highway systems within the locality(ies).

In allocating funds under §33.2-357, priority must first be given to projects that have previously received revenue sharing allocations; second, to projects that (i) meet a transportation need identified in the Statewide Transportation Plan or (ii) accelerate a project in the locality’s capital plan; and, third, to those pavement resurfacing and bridge rehabilitation projects where the maintenance needs analysis determines that the infrastructure is below VDOT’s maintenance performance targets. The CTB’s procedures for administering this Program and the distribution of the Revenue Sharing Program funds are dictated in the CTB Policy and the Revenue Sharing Program Guidelines (Guidelines), current version adopted July 15, 2015.

Current CTB Policy allows localities to request up to \$10 million in Revenue Sharing allocations annually and there is no limit on the amount of Revenue Sharing funding that may be applied to any single project. These allocation policies, coupled with budgetary limitations have resulted in the inability to provide Revenue Sharing allocations beyond Priority One applications. Additionally, concerns regarding transfer options outside of Board approval had been expressed. The Secretary of Transportation established a CTB Revenue Sharing Study Committee to evaluate these issues and to make proposals to further the equitable distribution of Revenue Sharing allocations, within current Code requirements.

With the support of VDOT staff, the study committee commenced a series of outreach efforts to solicit input from various stakeholders. Outreach began with a survey to local governments, which were asked to provide input regarding the impact of a number of potential allocation and transfer options. 49 localities responded to the survey; seven submitted written comments; and,

five VDOT Districts provided comments. Subsequently, the CTB Study Committee met three times, in public meetings to review various options and receive public input and provided presentations during CTB Workshops on four occasions.

The CTB Study Committee presented its draft Policy recommendations to the CTB in May 2017 and provided final Policy and Guidelines Revisions to the CTB in June 2017. The final recommendations of the Study Committee have been incorporated into the revised CTB Policy entitled “Policy and Guidelines for the Revenue Sharing Program (revision) and accompanying revised Revenue Sharing Guidelines. Those revisions were published on VDOT’s website shortly after the June CTB meeting and VDOT notified local government stakeholders that final public comment would be received until July 7, 2017.

Recommendation: VDOT recommends that the revised CTB Policy entitled “Policy and Guidelines for the Revenue Sharing Program (revision) and accompanying revised Revenue Sharing Guidelines be approved, effective August 1, 2017.

Action Required by CTB: *The Code of Virginia* requires the CTB to establish guidelines for the purpose of distributing and administering revenue sharing program funds allocation by the CTB.

Result, if Approved: The revised Policy and Revenue Sharing Guidelines will become effective August 1, 2017.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

Revenue Sharing Program Guidelines



For further information, contact

Local VDOT Manager
or

Local Assistance Division
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
(804)786-2746



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VDOT GOVERNANCE DOCUMENT

VIRGINIA DEPARTMENT OF TRANSPORTATION
LOCAL ASSISTANCE DIVISION

REVENUE SHARING PROGRAM GUIDELINES

This revised document provides a comprehensive summary of the Revenue Sharing Program as established by the *Code of Virginia* and as governed by the policies of the Commonwealth Transportation Board (CTB). It is intended to serve as a reference for local jurisdictions and VDOT staff in preparation and disposition of applications for program funding guidance.

This document defines eligible projects, summarizes funding limitations, and describes the roles of the parties involved in the application and approval process. The appendices in this publication include the enabling legislation, the Commonwealth Transportation Board's policy, associated forms, and procedural information for the convenience of the user.

The [Locally Administered Projects Manual](#) (LAP) provides guidance on project administration for all locally administered projects. The provisions applicable to state funded projects are noted throughout the LAP Manual. Projects funded solely with Revenue Sharing funds do have specific streamlining opportunities as highlighted in Chapter 5 of the LAP Manual.

These guidelines reflect policy approved by the Commonwealth Transportation Board (CTB) and are modified only by an affirmative vote from the CTB. Occasionally modifications to these Guidelines may be necessary to adjust for changes in Departmental procedures. Where those modifications fully comport with Virginia Code and CTB Policy, they may be made administratively without further approval of the CTB. The CTB will be advised of any administrative updates.

All previous instructions regarding administrative procedures for revenue sharing projects are hereby superseded.

REVENUE SHARING PROGRAM GUIDELINES

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I. Definitions

The following words and terms, when used in this document, shall have the following meanings, unless the context clearly indicates otherwise.

Eligible Project means work including construction, reconstruction, improvement, or maintenance and eligible street additions for which Revenue Sharing Program funds are available. Work must be on roadways that are currently maintained by VDOT or on roadways that are currently maintained by a locality and for which the locality is receiving maintenance payments from VDOT or roads meeting new road or rural addition qualification. For funding purposes, a single construction project is defined as a project with termini that are both logical and independent. Projects cannot be segmented in order to qualify for additional Revenue Sharing allocations.

- **Construction Projects** are those projects that change or add to the characteristics of a road, facility or structure to provide a new or significantly modified transportation facility.
- **Reconstruction Projects** are those projects that completely replace an existing facility or significantly improve the functionality of an existing facility. (Examples: replacement through the sub-base of a pavement structure, complete replacement of bridge, or widening a road or bridge).
- **Improvement Projects** are those projects that facilitate or control traffic or pedestrian flow, such as intersection improvements, turn lanes, channelization of traffic, traffic signalization and installation of new sidewalks, upgrading sidewalks to meet ADA standards, trails, curb & gutter, any new installation that will enhance traffic flow or safety, or projects that alleviate roadway drainage issues (replacement or repair of existing drainage assets is considered maintenance).
- **Maintenance Projects** are those projects that involve work in preserving or restoring the roadway facility, sidewalk, or structure to its original condition as nearly as possible. This includes the removal and replacement of a pavement course or a sidewalk.

Local VDOT Manager means the department employee responsible for the administration of the Revenue Sharing Program for that locality. Unless otherwise indicated, the local VDOT Manager for counties is usually the Residency Administrator and for urban localities it is the urban liaison in the VDOT District office. The District Administrator will designate the employee responsible if different from above.

Locality Capital Plan means any plan utilized by the locality that identifies, prioritizes or allocates funding for eligible projects in that locality.

Matching Allocations means funds provided by the Commonwealth which are allocated to eligible items of work in participating localities to supplement, on a dollar-for-dollar basis to match the locality's contribution for eligible projects, within the limits established by the CTB.

Maintenance Needs Analysis means a systematic approach of identifying maintenance needs based on an asset management approach. Condition assessment reviews are conducted on

pavements and bridges maintained by VDOT on a regular basis based on established guidelines to determine when those assets are deficient and potentially in need of some corrective action.

Maintenance Performance Target means a desired level of performance for a set of assets (such as pavements and bridges) within the infrastructure network, as established and defined by VDOT. The target is usually expressed as a portion or percentage of the infrastructure network which meets or exceeds a threshold or benchmark rating. Only assets falling below the benchmark rating (target) for bridges and pavements will be considered eligible for priority maintenance projects.

Revenue Sharing Program Fund means the designation given to the fund used to finance the specially funded program. Projects are proposed by the local government in coordination with the Department of Transportation and must be approved by the Commonwealth Transportation Board.

Rural Addition means any subdivision street used as such by the date established under Section 33.2-335 of the *Code of Virginia* and eligible for addition into the secondary system by resolution of the County Board of Supervisors.

Six-Year Improvement Plan means either the Six-Year Improvement Program for Interstate, Primary, and Urban Systems, developed by VDOT and the Commonwealth Transportation Board; or the Secondary Six-Year Plan, the official listing of improvements to be constructed on the secondary system, which is developed jointly by the Virginia Department of Transportation (VDOT) and the county governments (Section 33.2-332 of the *Code of Virginia*).

State Transportation Plan means the comprehensive review of statewide transportation needs as adopted and updated by the Commonwealth Transportation Board in accordance with § 33.2-353 of the *Code of Virginia*, commonly known as VTRANS.

II. Purpose

The “Revenue Sharing Program” provides additional funding for use by a county, city, or town to construct, reconstruct, improve or maintain the highway systems within such county, city, or town and for eligible rural additions in certain counties of the Commonwealth. Locality funds are matched, dollar for dollar, with state funds, with statutory and Commonwealth Transportation Board Policy limitations on the amount of state funds authorized per locality.

The program is administered by the Department of Transportation, in cooperation with the participating localities, under the authority of Section 33.2-357 of the *Code of Virginia* ([Appendix A](#)) and the Commonwealth Transportation Board’s Revenue Sharing Program Policy ([Appendix B](#)).

Recognizing the legislative intent, history, and the nature of the Revenue Sharing Program, a CTB Revenue Sharing Program Study Committee established by the Secretary of Transportation in 2017, established a statement on the general purpose and priorities of the Revenue Sharing Program as guidance when establishing Policy, Guidelines, and administrative procedures. The Study Committee also provided their Priorities and Program Recommendations moving forward. The entire document is contained in [Appendix C](#).

An annual allocation of funds for this program is designated by the Commonwealth Transportation Board.

III. Eligible Work

The Revenue Sharing Program may be used to finance eligible work on highway systems within a locality, **and may** include sidewalks, trails, and other facilities that accommodate pedestrian and/or bicycle access along the highway network. The Revenue Sharing Program is intended to provide funding for immediately needed improvements or to supplement funding for existing projects. Larger new projects may also be considered, provided the locality identifies any additional funding needed to implement the project. Revenue Sharing Program funds are generally expected to be used to finance project costs in the same fiscal year and these projects should be in active development that is leading to their completion within the near term. Additional information about time limits for spending funds is addressed under Timely Implementation of Projects ([Section VII.C.](#)).

Below is a list of types of work that will be considered eligible for Revenue Sharing Program financing. All eligible work is then reviewed based on priority criteria identified under [Funding Limitations \(Section IV.\)](#).

A. Supplemental Funding for Projects Listed in the Adopted Six-Year Plan

When additional allocations are determined to be necessary to completely finance a project listed in the adopted Six-Year Improvement Plan, the locality may request that the anticipated deficit be financed by the Revenue Sharing Program. This includes, but is not limited to, such work as signalization, additional preliminary engineering, or acquisition of additional right-of-way. This procedure may be utilized to accelerate the funding of a project and thereby permit its completion earlier than otherwise would have been possible.

B. Construction, Reconstruction or Improvement Projects not included in the Adopted Six-Year Plan

When the designated local VDOT Manager concurs that the proposed work may be eligible for program funding, the locality may request one half of the funds, subject to CTB Policy limitations, to construct a project not currently in the Six-Year Plan. However, in such cases the locality funds, together with the state matching funds,, must finance the entire estimated cost of the project within the fiscal year involved. If funds are approved the project will subsequently be adopted by the CTB in the Six Year Plan.

C. Improvements necessary for the Acceptance of Specific Subdivision Streets Otherwise Eligible for Acceptance into the Secondary System for Maintenance (Rural Additions)

Revenue Sharing Program funds may be used to fund the improvements (widening, surface treating, etc.) necessary for the acceptance of certain subdivision streets otherwise eligible under Section 33.2-335, *Code of Virginia*. This section does not authorize the use of Revenue Sharing funds to improve roads in cities and towns so as to render them eligible as additions to the urban system.

D. Maintenance Projects Consistent with the Department's Operating Policies

Eligible types of maintenance work include, but are not limited to, plant mix overlays, bridge or culvert rehabilitation, guardrail replacement, sidewalk repairs, and curb & gutter repair. In order to appropriately evaluate a request for a priority maintenance project with pavement or structure ratings below the Department's maintenance performance targets, the locality is responsible for indicating on the detailed application that appropriate documentation is available to confirm the deficiency. This documentation is to be provided by the application submittal deadline.

E. New Hardsurfacing (Paving)

The first-time paving of a previously unpaved roadway, usually composed of a multiple course asphalt surface treatment, may be funded by the Revenue Sharing Program. Only roads in the state secondary system are eligible to use Revenue Sharing Program funds for new hardsurfacing. If a project is funded solely with revenue sharing funding, there is no minimum vehicle per day requirement. Urban system roads in cities and towns are not eligible.

F. New Roadway

Revenue Sharing Program funds may be used to establish a new facility to be part of the system of state highways or part of the road system in the locality that is eligible to receive maintenance payments from VDOT pursuant to Section 33.2-319 of the Code of Virginia. In order for a new roadway to be eligible for Revenue Sharing Program funding, it must be a part of a locally adopted plan such as the locality's Comprehensive Plan and must be expected to divert sufficient traffic from existing public roads so that those roads will not need to be improved in the foreseeable future. Projects may also need to be included in the regional Constrained Long Range Plan in air quality non-attainment areas. Qualifying projects should provide an immediate benefit to the overall transportation network with a connection between two existing major

public roads, based on current transportation needs. Projects that exclusively serve private developments or commercial establishments are not eligible.

G. Deficits on Completed Construction, Reconstruction or Improvement Projects

When a project in the CTB's Six-Year Improvement Plan is completed with a deficit, the locality may request that the deficit be financed by the Revenue Sharing Program.

IV. Funding Limitations

The total funds available each fiscal year will be determined by the Commonwealth Transportation Board. The maximum allocation the CTB may make to the Revenue Sharing Program is \$200 million annually. The minimum allocation the CTB may make to the Revenue Sharing Program is \$15 million annually.

A locality may apply for a maximum of \$ 5 million in matching allocations per fiscal year (\$10 million per biennial cycle) and the maximum lifetime matching allocation per project is limited to \$10 million in matching allocations. This limitation includes any allocations transferred to the project. Up to \$5 million of these requested funds may be specified for maintenance projects. In accordance with Virginia Code requirements, priority will be given first to construction projects that have previously received Revenue Sharing funding. After funding those requests, priority will be given to projects that meet a transportation need identified in the Statewide Transportation Plan (VTRANS) or to projects that can accelerate advertisement of a project in a locality's capital improvement plan. After these projects have been funded, projects that address pavement resurfacing and bridge rehabilitation where the maintenance analysis determines the infrastructure does not meet the Department's maintenance performance target will be funded. The condition ratings that define the Department's maintenance performance targets are described in detail in Appendix [D](#) of these Guidelines. In order to appropriately evaluate a request for a maintenance project with pavement or a structure below the Department's maintenance performance targets, the locality is responsible for providing the appropriate documentation to confirm the deficiency. This documentation is to be provided by the application submittal deadline.

Construction and maintenance projects will be evaluated and prioritized for funding as follows:

Priority 1 – Construction Projects that have previously received Revenue Sharing funding as part of the Program application process *

- Locality requests up to a total of \$1 million will be evaluated first and funded first.
- Locality requests over \$1 million and up to \$5 million per fiscal year (\$10 million per biennial cycle) will be evaluated next and funded next

Priority 2 – Construction Projects that meet a transportation need identified in the Statewide Transportation Plan (VTRANS) or when funding will accelerate advertisement of a project in a locality's capital improvement plan

- Locality requests up to a total of \$1 million will be evaluated first and funded first
- Locality requests over \$1 million and up to \$5 million per fiscal year (\$10 million per biennial cycle) will be evaluated next and funded next

Priority 3 – Projects that address deficient pavement resurfacing and bridge rehabilitation (as described in Appendix [D](#)).

- Locality requests up to \$1 million will be evaluated first and funded first.
- Locality requests over \$1 million up to \$5 million per fiscal year (\$10 million per biennial cycle) will be evaluated next and funded next.

Priority 4 – All other eligible projects (projects not meeting priority criteria described above)

- Locality requests up to \$1 million will be evaluated first and funded first
- Locality requests over \$1 million will be evaluated and funded next

Notes: If funds are depleted prior to completely funding all projects within a priority, any remaining funds may be pro-rated within that priority or allocated as otherwise directed by the Commonwealth Transportation Board.

Also, in any fiscal year that all priority categories were not funded, transfers affecting those fiscal year allocations can only be made to projects meeting the same priority selection criteria that received funding originally.

*Any project established as a revenue sharing project outside of the application process will not be recognized as an existing Revenue Sharing project for allocation prioritization purposes during the next application cycle.

V. Application for Funds

Applications for Revenue Sharing funding are accepted on a biennial basis through VDOT’s SMART Portal as described in Appendix [E](#). A Pre-application form, which contains the information necessary to complete a SMART Portal application, can be found in Appendix F. Review of the Pre-application form prior to submittal through SMART Portal is strongly encouraged.

A resolution from the governing body which identifies the allocation request, provides the locality’s commitment to fully fund the project(s), and provides signatory authority to an authorized local officer, is also necessary to apply for program funding. An example of an acceptable resolution can be found in Appendix [H](#).

A locality may request funds for a project located within its own jurisdiction or in an adjacent jurisdiction, with concurrence from the governing body of the other locality. Regardless of where the project may be located, the funding limitations for each locality outlined in the previous section apply. Towns not maintaining their own streets may not directly apply for Revenue Sharing Program funds but may include their requests as part of the package submitted by the county in which they are located. After an affirmative vote, the Commonwealth Transportation Board allocates project funding through an approved resolution.

Requested funds should cover the entire cost of the project or the application must indicate where additional funds are coming from to fully fund the project. Indicating “future revenue sharing funds” is not acceptable, even if the intent is to reapply in future application cycles for additional Revenue Sharing allocations. The Revenue Sharing Program is approved on a biennial basis and Program funding for specific projects in future years should not be expected and cannot be guaranteed.

Note:

The Locality must commit to their matching allocations at the time their application for funding is submitted. A resolution from the Locality which includes their commitment to fully fund the project is also required.

Projects may be administered by either the Locality or by VDOT; however VDOT will evaluate the locality's ability to administer the project during the application process if the locality requests to administer the project. If the locality is requesting that VDOT administer the project, the locality needs to coordinate with the local VDOT Manager during the application process on the project's scope, schedule, and estimate.

VI. Approval

During the on-line application submittal process, the designated local VDOT Manager will review the on-line application from each locality for eligibility and accuracy. Once the localities' requests are found to be eligible, the Local Assistance Division will develop the recommended statewide Program allocation for submission to the Commonwealth Transportation Board for approval. The Local Assistance Division will review and coordinate with other divisions as necessary and appropriate.

The Commonwealth Transportation Board approves the statewide Revenue Sharing Program, including allocations to specific projects in consideration of each locality's request. The Commissioner of Highways, or his designee, may approve transactions, such as locality/state agreements, for Revenue Sharing Program projects prior to Commonwealth Transportation Board approval; however, no project work should be conducted for which reimbursement from the requested Revenue Sharing Program funds is expected prior to approval of Revenue Sharing Program allocations by the CTB and prior to the beginning of the fiscal year for which the funding is approved.

Note: Any work done prior to CTB approval is done so at the locality's risk.

VII. Implementation

Upon Commonwealth Transportation Board approval of the statewide program, development of the individual projects begins. The state matching funds for the approved projects are reserved and allocated, accordingly, to each of the approved projects. Projects may be developed and constructed by VDOT or by the locality under an agreement with the Department.

A. VDOT Administered Work

After approval of the annual statewide Program allocation, VDOT will provide an invoice to the locality for its share of the estimated cost of work to be performed. The local matching funds must be collected prior to the beginning of work. For projects exceeding \$500,000 in total estimated cost, VDOT and the locality may enter into an agreement so that the local match may be provided by project phase (i.e., preliminary engineering, right of way, or

construction). VDOT may agree to a payment schedule for the Construction phase when the construction estimate exceeds \$5 million. The locality must request such a payment schedule prior to advertisement and any agreement must be modified to address the revised payment schedule. After the project is completed, the Local VDOT Manager will review the actual costs incurred to determine if there is a surplus or deficit. If a deficit exists, the locality may request surplus funds from other Revenue Sharing projects be transferred to cover the deficit and, if necessary, request a final billing for its share. Additional funding can also be transferred from other VDOT fund sources as applicable. If the locality's share of the actual cost is less than the amount received from the locality, the difference will be refunded to the locality upon written request or the locality may request transfer all the remaining funds to another existing Revenue Sharing project as noted in the section describing transfer of funds (Section VIII.). [Appendix I](#) provides the steps for initiating project funding and invoicing. Surplus funds should be addressed within six (6) months following project completion to ensure funds do not become de-allocation candidates, thereby limiting transfer options.

If a local government wishes to cancel a project begun under the Revenue Sharing Program during the Preliminary Engineering (PE) or Right of Way (RW) phases but prior to the Construction (CN) phase, it may do so by resolution of the local governing body. The Department retains the sole option to require reimbursement by the locality of all state matching funds spent from the time the project was begun until it is canceled. Reimbursement will be required for any project cancelled after the construction plans have been approved unless an exception is granted by the Commissioner.

B. Locally Administered Work

VDOT has published the Locally Administered Projects (LAP) Manual that provides general guidance for locally administered projects, which includes provisions for Revenue Sharing and other state funded projects. This guide is available on the Local Assistance Division webpage: http://www.virginiadot.org/business/resources/LAP_Guide.pdf. The Local Assistance Division, working with the designated local VDOT Manager will prepare the appropriate locality/state agreement that governs the performance of work administered by the locality. In addition to CTB approval, an agreement must be executed by both the locality and VDOT prior to incurring any cost to be financed from Revenue Sharing Program funds. If the project is funded entirely with Revenue Sharing funds and local funds, a streamlined process is available. Should the locality opt to utilize this streamlined process for state-aid (only) projects, the locality will submit the completed state certification form ([Appendix J](#)) to the local VDOT Manager prior to advertisement but no later than prior to project award. This document should be uploaded into VDOT's Integrated Project Manager (iPM) system by the Project Coordinator or designee.

Once the project begins, the locality may submit, no more frequent than monthly, invoices to VDOT for eligible costs incurred. After all work is completed, the locality makes a final billing to VDOT for VDOT's share of the actual eligible costs incurred. If the actual cost is less than anticipated in the agreement, the locality may request that the remaining VDOT share of Revenue Sharing Program funds to be transferred (along with the remaining local share) to another existing project as noted in the section describing transfer of funds (Section VIII.) or, if the locality desires, returned to VDOT's statewide fund for the Revenue Sharing Program. [Appendix I](#) provides the steps for initiating project funding and invoicing.

If a local government wishes to cancel a locally administered project begun under the Revenue Sharing Program before it is completed, it may do so by resolution of the local governing body. The Department retains the sole option to require reimbursement by the locality of all state matching funds spent from the time the project was begun until it is canceled. Reimbursement of any state funds expended will be required for any project cancelled after the plans have been approved unless an exception is granted by the Commissioner.

C. Timely Implementation of Projects

All requests for Revenue Sharing funding are expected to be for viable projects with work anticipated in the near future. Any project having funds allocated under this program shall be initiated where at least a portion of the Revenue Sharing funds have been expended within one year of allocation. Localities are advised to give careful consideration in applying for Revenue Sharing funds, particularly if the project has other VDOT managed funds, to ensure that at least a portion of the Revenue Sharing funds can be expended within one year of allocation. For any project that has not been initiated within one year, the Board has the discretion to defer consideration of future allocations until the project moves forward. If Revenue Sharing Program funds are allocated for a project and that project is not initiated within the two fiscal years subsequent to allocation, the funds may be reallocated at the discretion of the Commonwealth Transportation Board.

Local Assistance Division has developed a de-allocation process to address funding that may be removed from a project under certain conditions. The following outlines the criteria to identify projects that may be subject to deallocation.

- Project completed with allocations remaining and no activity for six (6) months
- Project which has not been initiated within two (2) fiscal years of its allocation.
- Project which is on-going, where, for 24 months, no portion of allocated revenue sharing funds has been expended or project has been inactive.

No funds will be de-allocated without a notification to the locality. The administrative process for deallocating these projects is explained in Appendix [K](#). Any project that is new or on-going, where no portion of allocated revenue sharing funds have been expended within one (1) year of allocation, will receive notification and may not be eligible for future allocations until the project moves forward.

VIII. Transfer of Funds

Revenue Sharing funding is allocated to specific projects through an application process and the allocations are generally not intended to be transferred to supplement other Revenue Sharing projects or become a revenue source for other projects which have not received Revenue Sharing allocations. However, under limited circumstances as outlined below, Revenue Sharing allocations may be transferred to other projects:

1. Surplus Revenue Sharing funds from a completed project may be transferred to an existing revenue sharing project within the same locality with the concurrence of the District Commonwealth Transportation Board member.

2. Surplus funds from a cancelled project must be deallocated and returned to the statewide Revenue Sharing program account; these funds can only be reallocated by the Commonwealth Transportation Board.
3. All other Revenue Sharing transfers must meet the conditions of the deallocation process, which limits transfers to projects which need the additional funding to meet an advertisement date or award date within one (1) year of the transfer request, or that addresses an existing deficit on a completed project. The following requirements also apply:
 - When a transfer is requested to another existing Revenue Sharing project, concurrence from the District Commonwealth Transportation Board member is required.
 - When a transfer is requested to a non-Revenue Sharing project, approval from the Commonwealth Transportation Board is required. Any non-Revenue Sharing project that receives Revenue Sharing allocation outside the application cycle will not be considered an existing Revenue Sharing project for allocation prioritization purposes.

Appendix K provides administrative procedures to complete each transfer.

When, as a condition of allocation transfer, the locality is required to advertise or award a project within 12 months, the Department may deallocate the transferred funding after consultation with the District CTB Member, if the advertisement or award is not complete. If a locality fails to meet any other conditions established for any transfer of Revenue Sharing funds, those funds may also be de-allocated after consultation with the District CTB Member.

Notes: Any project established as a revenue sharing project outside of the application process will not be recognized as an existing Revenue Sharing project for allocation prioritization purposes during the next application cycle.

Transferring funds between construction and maintenance projects should not be assumed but will be evaluated on a case-by-case basis. In any fiscal year that all priorities were not funded, transfers for those fiscal years can only be made to projects in that priority that received funding.

Localities may not submit funding applications or otherwise transfer other Revenue Sharing funding to replace allocations that have been transferred from a Revenue Sharing project.

IX. Supplemental Allocations

For any fiscal year in which less than the full program allocation has been allocated, those localities requesting the maximum allocation may request an additional allocation subject to the discretion of the Commonwealth Transportation Board.

The CTB may also elect to provide supplemental allocations, within the policy's guidelines, during non-application years should additional or deallocated funding become available.

APPENDIX A

SECTION 33.2-357 OF THE CODE OF VIRGINIA

§ 33.2-357. Revenue-sharing funds for systems in certain localities.

A. From revenues made available by the General Assembly and appropriated for the improvement, construction, reconstruction, or maintenance of the systems of state highways, the Board may make an equivalent matching allocation to any locality for designations by the governing body of up to \$10 million for use by the locality to improve, construct, or reconstruct the highway systems within such locality with up to \$5 million for use by the locality to maintain the highway systems within such locality. After adopting a resolution supporting the action, the governing body of the locality may request revenue-sharing funds to improve, construct, reconstruct, or maintain a highway system located in another locality or between two or more localities or to bring subdivision streets, used as such prior to the date specified in § 33.2-335, up to standards sufficient to qualify them for inclusion in the primary or secondary state highway system. All requests for funding shall be accompanied by a prioritized listing of specified projects.

B. In allocating funds under this section, the Board shall give priority to projects as follows: first, to projects that have previously received an allocation of funds pursuant to this section; second, to projects that (i) meet a transportation need identified in the Statewide Transportation Plan pursuant to § 33.2-353 or (ii) accelerate a project in a locality's capital plan; and third, to projects that address pavement resurfacing and bridge rehabilitation projects where the maintenance needs analysis determines that the infrastructure does not meet the Department's maintenance performance targets.

C. The Department shall contract with the locality for the implementation of the project. Such contract may cover either a single project or may provide for the locality's implementation of several projects. The locality shall undertake implementation of the particular project by obtaining the necessary permits from the Department in order to ensure that the improvement is consistent with the Department's standards for such improvements. At the request of the locality, the Department may provide the locality with engineering, right-of-way acquisition, construction, or maintenance services for a project with its own forces. The locality shall provide payment to the Department for any such services. If administered by the Department, such contract shall also require that the governing body of the locality pay to the Department within 30 days the local revenue-sharing funds upon written notice by the Department of its intent to proceed. Any project having funds allocated under this program shall be initiated in such a fashion that at least a portion of such funds have been expended within one year of allocation. Any revenue-sharing funds for projects not initiated after two subsequent fiscal years of allocation may be reallocated at the discretion of the Board.

D. Total Commonwealth funds allocated by the Board under this section shall be no less than \$15 million and no more than \$200 million in each fiscal year, subject to appropriation for such purpose. For any fiscal year in which less than the full program allocation has been allocated by the Board to specific governing bodies, those localities requesting the maximum allocation under subsection A may be allowed an additional allocation at the discretion of the Board.

E. The funds allocated by the Board under this section shall be distributed and administered in accordance with the revenue-sharing program guidelines established by the Board.

2006, c. 827, § 33.1-23.05; 2008, c. 608; 2011, cc. 830, 868; 2012, cc. 729, 733; 2014, c. 805; 2015, c. 684.

APPENDIX B

**Commonwealth Transportation Board REVENUE SHARING PROGRAM POLICY
(July 19, 2017)**

**RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD**

July 19, 2017

MOTION

**Made By: Seconded By:
Action:**

Title: Policy and Guidelines for the Revenue Sharing Program (Revision)

WHEREAS, § 33.2-357 of the *Code of Virginia* (1950), as amended, specifically stipulates that the Commonwealth Transportation Board (Board) shall establish guidelines for the purpose of distributing and administering revenue sharing program funds allocated by the Board; and

WHEREAS, it is the sense of the Board that the existing Revenue Sharing Program Policy and the program guidelines should be amended to provide additional clarification in administration of the revenue sharing program.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following policy to govern the use of revenue sharing funds pursuant to § 33.2-357 of the *Code of Virginia* (1950), as amended:

1. The Revenue Sharing Program shall provide a matching allocation up to \$5 million to any county, city or town for projects designated by the locality for improvement, construction or reconstruction of highway systems within such locality with up to \$5 million for use by the county, city or town for maintenance projects for highway systems within such county, city or town. The maximum total matching allocation, including transfers, that the Board may approve per project shall not exceed \$10 million.
2. Revenue Sharing funds shall be prioritized and allocated in accordance with the provisions of § 33.2-357 B of the *Code of Virginia* and, then, as further outlined in the Revenue Sharing Program Guidelines.
3. Application for program funding must be made by resolution of the governing body of the jurisdiction requesting the funds. A locality may request funds for a project located within its own jurisdiction or in an adjacent jurisdiction, with a supporting resolution from the governing body of the adjacent locality. Towns not maintaining their own streets are not eligible to receive Revenue Sharing Program funds directly; their requests must be included in the application of the county in which they are located. All requests must include a priority listing of projects.
4. Funds may be administratively transferred by the Department of Transportation from

one revenue sharing project to another existing revenue sharing project. Upon request of the locality, VDOT will review a requested transfer for eligibility and then seek concurrence by the respective VDOT District Board member. If approved by the Board, revenue sharing funds may also be transferred to an existing project in the Six Year Improvement Program or Secondary Six Year Plan if needed to meet an advertisement or award date scheduled within one year of the request or to address a completed project which is in deficit. The Department may deallocate the transferred funds if the project has not been advertised or awarded within one year. The Department will establish deallocation procedures. Requests for all transfers must be made in writing by the County Administrator or City/Town Manager. All requests must include the reasons for the request and the status of both projects. Funds from a cancelled project will be returned to the statewide Revenue Sharing Program account and these funds can only be reallocated by the Board. Any funds transferred away from a project cannot be backfilled by future allocation requests or transfers.

5. The Revenue Sharing Program is intended to provide funding for immediately needed improvements or to supplement funding for existing projects. Larger new projects may also be considered; however, if the estimated project cost exceeds the Revenue Sharing Program funding request, the locality must identify other funding sources and commit locality funding amounts as necessary to complete the project. Projects receiving revenue sharing funds shall be initiated and at least a portion shall be expended within one year of the allocation. For any project that has not been initiated within one year, the Board has the discretion to defer consideration of future allocations until the project moves forward. If a project having funds allocated under this program has not been initiated within two subsequent fiscal years of allocation, the funds may be reallocated at the discretion of the Board.

BE IT FURTHER RESOLVED that the Board approves the Revenue Sharing Program Guidelines as revised and attached hereto.

BE IT FURTHER RESOLVED that the Board will reevaluate this Policy and the approved guidelines after two Revenue Sharing application cycles and prior to five years from the effective date of this Policy.

BE IT FURTHER RESOLVED that the Board supports funding the Revenue Sharing Program at a minimum of \$100 million annually.

BE IT FURTHER RESOLVED that the Board should consider increasing the funding provided to the Revenue Sharing Program over a two year period should biennial funding for SMART Scale exceed \$1.2 billion.

BE IT FURTHER RESOLVED that the above policy shall become effective August 1, 2017, and all revenue sharing program policies previously adopted heretofore by the Board governing the use of revenue sharing funds shall be rescinded simultaneously.

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APPENDIX C

**STATEMENT OF PURPOSE, PRIORITIES AND RECOMMENDATIONS
for the Revenue Sharing Program**

CTB Revenue Sharing Program Study Committee

Statement of Purpose, Priorities and Recommendations for the Revenue Sharing Program

The Revenue Sharing program is implemented in accordance with requirements established in Virginia Code. Within that framework, the Commonwealth Transportation Board (CTB) establishes policies to support the most effective and equitable use of Revenue Sharing funds, as well as the most effective and expeditious administration of the Program. As stated in the CTB Revenue Sharing Policy, the Revenue Sharing Program is intended to provide funding for immediately needed improvements or to supplement funding for existing projects. Larger new projects may also be considered, provided the locality commits to any additional funding needed to implement the project within limits of Policy.

General Priorities of the Program:

- Provide funding support for projects of local importance where allocations are expended as set out by the Code of Virginia and projects are completed in a relatively short period of time.
- Provide funding to support projects that focus on immediately needed improvements and will be completed in a relatively short period of time.
 - Provide funding to leverage other projects that support Regionally or Statewide significant projects;

Committee's Priorities for Program Recommendation

- Recommend policies that emphasize fair and equitable distribution of funds, whether initial allocations or subsequent transfers of existing allocations, which support the priorities of the program.
- Recommend policies that, to the best degree possible, provide a high level of funding predictability and certainty for all stakeholders.
- Recommend policies that, as allowable by the Code of Virginia and other State policies, allow Revenue Sharing allocations to be used as financial leverage for other transportation funding programs.
- Recommend policies to ensure the effective use of Revenue Sharing allocations and expeditious completion of Revenue Sharing projects.
- In accordance with the Code of Virginia, policies and processes established by the Board shall be developed with the understanding that allocations are provided to localities for specified projects and are not allocations to localities for their general use on other transportation projects thereafter.

Other Recommendations

- The Study Committee recommends the Board re-evaluate the Policy changes after two subsequent application cycles. This recommendation is included in the updated CTB Policy.
- The Study Committee also recommends that every two years the CTB should evaluate the appropriate funding level of the Revenue Sharing Program. Further, the Committee recommends that should the biennial funding for SMART Scale exceed \$1.2 billion, an appropriate percentage of the increase should go to funding the Revenue Sharing Program; however, the Study Committee recommends that the Revenue Sharing Program should be funded annually at a minimum of \$100 million irrespective of the SMART Scale funding.

APPENDIX C -1

2017 SUMMARY OF REVENUE SHARING PROGRAM POLICY CHANGES

2017 SUMMARY OF REVENUE SHARING POLICY CHANGES

Policy	Proposed	Anticipated Impact / Purpose
Initial Allocation from Application		
<ul style="list-style-type: none"> • Locality Allocation Request Limitation 	\$5M per locality annually (\$10M per biennial application cycle).	Provide immediate impact of reducing Tier 1 requests allowing more localities and additional projects to receive Revenue Sharing allocations.
<ul style="list-style-type: none"> • Project Allocation Limitation 	\$10M per project (statewide match) lifetime, including transfers.	Provide long-term benefits by ensuring very large projects do not continue to exhaust limited Revenue Sharing funding at the disadvantage of smaller projects.
Transfer of Revenue Sharing Funds		
<ul style="list-style-type: none"> • Surplus funds from a completed project to existing Revenue Sharing Project 	Project must be viable and in the current Six Year Improvement Plan with concurrence of District CTB Member.	Provides additional oversight and oversight with minimal delay. Provides some benefit of successfully completing project under budget and reduces future need on existing projects.
<ul style="list-style-type: none"> • Transfer from on-going Revenue Sharing project to on-going Revenue Sharing project 	Must meet deallocation process requirements: project must be viable and in the current Six Year Improvement Plan; transfer can only go to a project which needs funding to go to advertisement or award within the next 12 months or to address a deficit on a completed project; with concurrence of District CTB member.	Ensures transfers are made only to projects with an immediate need and minimizes the ability to use Revenue Sharing program as funding source for projects which have not gone through application process. Ensures additional transparency and oversight with minimal delay.
<ul style="list-style-type: none"> • Surplus funds from a completed project to non-Revenue Sharing project 	Must meet deallocation process requirements: project must be viable and in the current Six Year Improvement Plan; transfer can only go to a project which needs funding to go to advertisement or award within the next 12 months or to address a deficit on a completed project; approved by CTB action.	Ensures transfers are made only to projects with an immediate need and minimizes the ability to use Revenue Sharing program as funding source for projects which have not gone through application process.
<ul style="list-style-type: none"> • Transfer from on-going Revenue Sharing project to non-Revenue Sharing project 	Must meet deallocation process requirements: project must be viable and in the current Six Year Improvement Plan; transfer can only go to a project which needs funding to go to advertisement or award within the next 12 months or to address a deficit on a completed project; approved by CTB action.	Ensures transfers are made only to projects with an immediate need and minimizes the ability to use Revenue Sharing program as funding source for projects which have not gone through application process.
<ul style="list-style-type: none"> • Surplus funds from a cancelled project 	Surplus funds must be returned to Revenue Sharing Program Balance Entry; Funds may be reallocated only by CTB action.	Ensures funding which is no longer needed for an approved project returns to the Revenue Sharing Program balance.
<ul style="list-style-type: none"> • Miscellaneous Provisions 	Clarification that a Locality may not request additional funds during application cycle to replace funds transferred off a Revenue Sharing project.	Prevents misuse of transfer process eliminating the replacement of funds that have been transferred to other projects; ensures localities plan and estimate for funding provided during application cycle.
Other		
<ul style="list-style-type: none"> • Deallocation process – Surplus funds after project completion 	Project subject to deallocation 6 months after projects is completed.	Ensures timely reallocation of surplus funds.
<ul style="list-style-type: none"> • Timely expenditure of funding; requirement to expend funds within one year of CTB allocation 	The CTB will have discretion to defer future project allocations when a project has not expended a portion of their Revenue Sharing Funds within one year of CTB allocation.	Helps ensure timely implementation of projects.

APPENDIX D

CRITERIA FOR MAINTENANCE PRIORITY PROJECTS

Criteria for Maintenance Priority Projects

A locality may apply for up to \$10 million in matching allocations with up to \$5 million of these requested funds may be specified for maintenance projects. The criteria for determining if a pavement resurfacing or bridge rehabilitation project meets the priority is described below and is based on the Department's performance targets.

Pavement Resurfacing Projects

Any proposed pavement maintenance project to address a pavement section that was rated as "deficient" (Critical Condition Index (CCI) below 60 or comparable criteria) is eligible for consideration as a maintenance priority project. Any proposed bridge maintenance project to address a poor rating (General Condition Rating (GCR) of 4 or below) on a VDOT or locality maintained bridge or structure is eligible for consideration as a maintenance priority project.

It will be the responsibility of the requesting locality to indicate on the detailed application if a project for which funds are requested meets the priority criteria. VDOT will provide the condition data to verify that determination for all VDOT maintained facilities. For locally maintained facilities, the locality will submit their condition rating data to the local VDOT Manager for review. Any questions about the condition assessment data and whether a project qualifies for priority funds will be determined by the District Maintenance Engineer.

Pavement condition assessments are based on the surface distresses, such as roughness, cracking, patching, rutting, potholes, etc. The detailed findings are summarized into a CCI rating which is based on a scale of 0 to 100, with 100 being assigned to a pavement section with no visible distresses. Any pavement section receiving a CCI rating below 60 is termed "deficient" and can potentially be considered for maintenance activities. The type of maintenance activity is usually selected based on the extent and the severity of distresses present. Any pavement with a CCI rating below 60 can qualify for the established priority criteria.

Bridge Rehabilitation Projects

Bridge Condition Assessments are based on the condition of structures as defined by GCRs that are assigned to each structure during regularly scheduled inspections. These inspections are required by VDOT policy and by the federally mandated National Bridge Inspection Program. For each bridge or culvert, GCR are used to describe the existing, in-place structure as compared to its as-built condition. Evaluations are provided for the physical condition of the deck, superstructure, and substructure, or culvert components of a structure (therefore bridges will usually have three GCR and culverts have one). General Condition Ratings are based on a scale of 0 to 9, with 0 being the worst condition and 9 being the best condition. Virginia categorizes the structure inventory into three categories of Good, Fair, and Poor. They are defined as:

- Good – lowest GCR is greater than or equal to 6. Structures in this category are typically in need of preventive maintenance work such as bridge cleaning, deck sealing, sealing joints, thin deck overlays, and spot/zone painting.
- Fair – lowest GCR is equal to 5. Structures in this category are typically in need of restorative maintenance actions such as deck patching, rigid deck overlays, reconstructing/closing joints, substructure repairs, fatigue retrofitting, over-coating or re-coating, scour repairs, cathodic protection and electrochemical chloride extraction.

- Poor – lowest GCR is less than or equal to 4. Structures in this category are typically in need of rehabilitation work actions such as deck replacements, superstructure replacements, and culvert rehabilitation, or complete structure replacement.

Virginia performs an annual needs assessment of the structure inventory in order to determine the resources required to address the structures in each condition category. Bridges and culverts that are in the poor condition category can qualify for the established priority criteria, providing the items deemed as poor are being addressed. While bridges and culverts that are in the fair and good condition categories do not meet the primary criteria for priority consideration, maintenance projects are encouraged for these structures as system preservation activities, and these projects would qualify for Revenue Sharing funding.

The requesting locality is responsible for indicating on the application if the project meets the priority criteria. VDOT will provide the condition data to verify that determination for all VDOT maintained facilities. For locally maintained facilities, the locality submits its condition rating data to the local VDOT Manager for review. Any questions regarding the condition assessment data and whether a project qualifies for priority funding will be determined by the District Maintenance Engineer (DME). If a secondary pavement condition assessment is several years old (with latest assessment above deficient determination) the DME will determine if a new assessment can be added to the current review schedule. Interim bridge ratings will not usually be considered and the latest regularly scheduled rating should be the basis for evaluation of the priority criteria. Failure to provide the rating documentation will result in the roadway or bridge being classified as *not deficient* and would not meet priority criteria.

APPENDIX E

REVENUE SHARING APPLICATION PROCESS

APPLICATION PROCESS

The application process generally begins with an announcement or invitation letter, from the Director of Local Assistance, via email and other announcements, to County Administrators and City/Town Managers to participate in the upcoming biennial application cycle. The announcement will include a timeframe in which applications will be accepted through VDOT's SMART Portal.

After determining that it will participate in the program, the locality should coordinate closely with their local VDOT Manager to review potential projects. The local VDOT Manager will provide support regarding eligibility, estimates, and scheduling. If the locality is requesting VDOT administration of the project, the locality must coordinate with the local VDOT Manager to obtain the Department's concurrence with the project's scope, schedule, and estimate.

A Pre-Application Coordination Form is provided in Appendix F so that the locality may ensure that it has all the information necessary for the SMART Portal application. The locality is encouraged to review the Pre-Application Form early and familiarize themselves with the SMART Portal during the application process.

When submitting multiple project applications, localities will be required to prioritize the applications.

A resolution from the governing body, indicating their desire to participate in the Revenue Sharing program, their commitment to fully funding the projects, and providing appropriate signatory authority, is also required as part of the application process. A sample resolution is provided in Appendix H.

Applications submitted late or left in pending status will not be accepted.

There is no limit on the amount of funds the locality may contribute; however, the locality may receive no more than the maximum amount of state Revenue Sharing funding allocation stipulated by statute or by Commonwealth Transportation Board Policy. Funding provided through other VDOT Programs cannot be used to match Revenue Sharing Program funds. If the locality uses other non-VDOT grant funds as match, the locality must determine if the work being performed is eligible under those non-VDOT programs and the locality is required to meet the requirements of those programs.

During the application process or after final submittal, the designated local VDOT Manager will review the SMART Portal application to make an initial project eligibility determination. If locally administered, the local VDOT Manager will also make an initial determination regarding the ability of the locality to effectively complete the project. Please note that this review also takes the place of the Request to Administer (RtA) Project form used for most other projects and represents VDOT's concurrence with the locality administering the project, if applicable. While an RtA is not required, it is highly recommended that any locality submitting an application that exceeds \$5 million in construction cost should use the self-evaluation form in the LAP Manual to assist in assessing their ability to manage a more complex transportation project. If federal funds

are added to the project, the typical RtA process as outlined in Chapter 10 of the LAP Manual must be followed. For questions regarding eligibility on maintenance performance targets or general condition ratings the designated VDOT Manager should contact the District Maintenance Engineer (DME). If a pavement condition assessment is several years old (with latest assessment above deficient determination) the District needs to work with their DME to see if a new assessment can be added to the review schedule. Bridges have regularly scheduled inspections, but if the condition of the bridge has degraded since the last regularly scheduled assessment the District should contact the DME to see if a new assessment can be requested ahead of schedule. All documentation related to deficient roadways and bridges must be received by the prescribed deadline or the roadway or bridge will be classified as *not deficient*.

The local VDOT Project Manager may reach out to the locality for additional information during this initial review process and may make modifications to the locality's application, with the locality's concurrence

VDOT's Local Assistance Division will review the final applications and will notify the designated local VDOT Manager of the amount of state matching funds available for use on specified projects in their localities, subject to the approval of the Commonwealth Transportation Board.

After the Local Assistance Division has reviewed the submitted detailed applications, the Local Assistance Division will request the designated local VDOT Manager to enter the data from the detailed application into VDOT's Project Pool and obtain the permanent UPC. A permanent UPC is required for all projects being recommended for approval by the CTB. The District office is responsible for ensuring that the correct scheduling template is chosen when establishing the project in the Department's Project Pool.

APPENDIX F
PRE-APPLICATION COORDINATION FORM

REVENUE SHARING PRE-APPLICATION COORDINATION FORM

A SEPARATE FORM SHOULD BE COMPLETED REPRESENTING EACH PROJECT TO BE CONSIDERED FOR ALLOCATION

A locality's combined total request cannot exceed \$5M per year.

Projects receiving funding under this program are to be initiated and a portion of the Revenue Sharing funds expended within one year of allocation
Please use mouse or the 'Tab' key to move to the next field in filling in information (do not use 'Enter' key)

Locality Applicant: >select< of _____	District: >select<
# of Applications Locality is submitting this application cycle: _____	

PROJECT INFORMATION: (Please TAB from field to field)

Locality's Priority #: _____ Route #: _____ and local road name, if available: _____
Has project previously received Revenue Sharing funding? >select< If "Yes", indicate Fiscal Year(s) _____
State Project Number: _____ UPC #: _____
Does project meet a transportation need identified in CTB's Statewide Transportation Plan (VTrans)? >select<
Is project in Locality's capital improvement plan and only by receipt will these funds advance the project advertisement date? >select< If "Yes", indicate date of Current Advertisement: _____ and date of Advanced Advertisement: _____
Is project work for pavement resurfacing or bridge rehabilitation where the maintenance analysis determines the infrastructure does not meet the Department's performance guidelines? >select< If "Yes", supporting documentation must be included with application. <i>Requests for pavement resurfacing or bridge rehabilitation (maintenance) lacking this documentation will not meet the higher priority selection criteria.</i>
Scope of Work: >select one<
Description of work: _____
Length: _____ (miles) From: _____ To: _____

PROJECT ESTIMATES (Please TAB from field to field) (cursor on & right click on \$ 0 & select "Update Field" to calculate Total)
Please note that all project work items may not be eligible under the Revenue Sharing Program. Please refer to the [Revenue Sharing Program Guidelines](#) for guidance in considering projects to be developed utilizing Revenue Sharing Program funding.

PHASE	Anticipated Schedule Start Date	Estimated Project Cost	Projects administered by the locality may require some VDOT oversight; please coordinate with your local VDOT office for an estimate of this amount.	
			Estimated VDOT Project Costs	Estimated VDOT charges, if applicable, must be included as part of the Estimated Project Cost for each phase of the project.
PE		\$ 0	\$ 0	
RW		\$ 0	\$ 0	
CN		\$ 0	\$ 0	
TOTAL		\$ 0	\$ 0	

PROJECT TO BE ADMINISTERED BY - >select<- If "Locality", please note below:

Indicating any phase of project work to be administered by the locality and reimbursed using Revenue Sharing Program funding constitutes a "Locally Administered Project". Submission of this application represents the locality's request to administer (RtA) the project work. The RtA form is not required – however, for an application for a project exceeding \$5M estimated construction costs it is recommended that the locality use the [project delivery self-evaluation form](#) in the [Locally Administered Projects Manual](#) to assist in assessing its ability to manage a complex project. Local administration of a complex project will be at VDOT's discretion.

PROJECT FINANCIAL INFORMATION (Please TAB from field to field) (cursor on & right click on >SELECT< or \$ 0 below & select "Update Field")

Revenue Sharing (state) matching funds requested for this Project for FY >select<:	\$ 0
Revenue Sharing (state) matching funds requested for this project for FY >select<:	\$ 0
Revenue Sharing matching TOTAL (state) allocation to be requested this biennial application cycle :	\$ 0
Total Locality Match corresponding to TOTAL (state) allocation requested this biennial application cycle:	\$ 0
Total of other state / federal / local funds (enter amount to the right to include previously approved state & local revenue sharing funds):	\$ 0
Total of all previous funding and this application cycle's Revenue Sharing Program funding to be programmed on Project (this amount should equal TOTAL Estimated Project Cost amount indicated in Project Estimates section of application)	\$ 0
If amount above is less than the TOTAL Estimated Project Cost, the locality must commit to funding this balance	\$ 0

Applicant Locality Representative

I certify this information is accurate and the locality is prepared to commit to providing the required funding to match the amount being requested, if approved, and any balance necessary to fully fund the project.		
>name of locality official<	>title of locality official<	(date)

VDOT Reviewer

<input type="checkbox"/>	The pre- application project information is accurate and project work meets eligibility requirements under the Revenue Sharing Program.
<input type="checkbox"/>	The locality has or will establish that this request meets a need in VTrans, or
<input type="checkbox"/>	The locality has or will sufficiently document that the requested project is in its capital improvement plan and receipt of the requested state match funding, together with the locality's matching funds, will advance the project's advertisement date, or
<input type="checkbox"/>	The locality has or will establish that maintenance analysis has determined that the [pavement or bridge] does not meet the Department's performance guidelines and the requested project will address this deficiency.
>name of VDOT official<	>title of VDOT official< (date)

Revised June 2017

APPENDIX G

SUMMARY OF PROJECTS FORM

APPENDIX H
SAMPLE RESOLUTION

SAMPLE RESOLUTION

Please note that specific language regarding the locality’s commitment to the funding is a requirement on all resolutions.

At a regularly scheduled meeting of the [name of locality (City/Town Council or County Board of Supervisors)] held on [month & day], 20_____, on a motion by [name of Council or Board member], seconded by [name of Council or Board member], the following resolution was adopted by a vote of [#] to [#]:

WHEREAS, the [name of locality (City/Town Council or County Board of Supervisors)] desires to submit an application for an allocation of funds of up to [enter amount locality intends to provide as its match] through the Virginia Department of Transportation Fiscal Year 20xx-xx, Revenue Sharing Program; and,

WHEREAS, [enter amount locality intends to provide as its match] of these funds are requested to fund [description of work], [termini]; and,

WHEREAS: The [name of locality (City/Town Council or County Board of Supervisors)] hereby supports this application for an allocation of [enter amount locality intends to provide as its match] through the Virginia Department of Transportation Fiscal Year 20xx-xx Revenue Sharing Program.

NOW THEREFORE BE IT RESOLVED, that the Council/Board of Supervisors of the City/Town/County of _____ hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).

BE IT FURTHER RESOLVED, that the (City/Town Manager/County Administrator/or other named position designee) is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

ADOPTED this [day] day of [month year].

A COPY ATTEST

[name] [title]

APPENDIX I
IMPLEMENTATION PROCESS

IMPLEMENTATION PROCESS

VDOT's Local Assistance Division coordinates with the Infrastructure Investment Division to program the state matching funds for the approved specific revenue sharing projects.

VDOT Administered Projects

1. Prior to proceeding with the development of the project, the locality and VDOT will coordinate the project schedule. The appropriate designated local VDOT Manager will request payment from the locality for its share of the estimated cost of work to be performed prior to work commencing. The locality is required to provide their match prior to project initiation. The local VDOT Manager will send a request to the Revenue Sharing Program Manager with the appropriate information for billing the locality. For projects with an estimated cost of over \$500,000, the locality can request to be invoiced by phase. It will be up to the local VDOT Manager to track when additional billings should be sent. Full payment of the phase is required prior to opening the phase.
2. After the project is completed, the Local VDOT Manager will review the actual costs incurred to determine if there is a surplus or deficit. If a deficit exists, the locality may request surplus funds be transferred from other Revenue Sharing projects or request a final billing for its share. A transfer of other VDOT managed funds (if applicable) may also be requested to cover the deficit. If the locality's share of the actual cost is less than the funding received, the difference may, if desired by the locality, be refunded to the locality or transferred to another existing project as noted in the section describing Transfer of Funds in this guide. The local VDOT Manager must coordinate with the Revenue Sharing Program Manager in order to return any surplus local funding to the locality or to transfer the funds. Any unused matching funds that will be refunded to the locality need to be coordinated with the Revenue Sharing Program Manager prior to processing.
3. Upon completion of a project the District should follow their prescribed close-out procedure. Any surplus revenue sharing funds should be transferred to another qualifying project only in accordance with CTB Policy and these Guidelines (as outlined in Appendix [K](#)) to prevent the funds from becoming a candidate for de-allocation.

Locally Administered Projects

1. VDOT has published a [Locally Administered Projects \(LAP\) Manual](#) that provides general guidance for locally administered projects, including those being funded through the Revenue Sharing program. The LAP Manual is available on the Local Assistance Division webpage on the VDOT website.
2. For those projects identified as being locally administered and funded solely with Revenue Sharing funds, VDOT will draft the Programmatic Project Administration Agreement, Appendix A, and Appendix B that governs the performance of work administered by the locality and will cover all projects being administered by the locality. The agreement must be executed by the locality and VDOT prior to incurring any cost to be financed from the Revenue Sharing Program. Any costs incurred prior to the agreement being executed will not be eligible for reimbursement. Note that a Standard Project Administration Agreement can be used instead if the locality prefers a separate agreement for each project. The Request to Administer (RtA) form is not required, since the application identifies whether or not the project is to be locally administered. It is

highly recommended that a locality submitting an application that exceeds \$5 million in construction cost should use the Self-Evaluation form in the LAP Manual to assist in assessing their ability to manage more complex transportation projects. Although uncommon, VDOT may deny a locality's request to administer a project. Please refer to Chapter 2 of the LAP Manual for further explanation.

3. Upon execution of the agreement, and at the request of the District, the project will be opened for a minimal time for VDOT to perform SERP, scoping or inspection if applicable and as provided in the agreement. As invoices are received for payment, the proper phase will be opened for a minimal time to allow the invoice to be processed. Locally administered projects are not opened for extended periods of time.
4. As part of the streamlined process for locally administered projects, prior to award, the locality will forward to the designated Project Coordinator the State Certification Form (for projects funded solely with Revenue Sharing Funds), indicating all applicable laws and regulations pertaining to locally administered state funded projects has been met.

The designated Project Coordinator will provide a letter or email to the locality giving their approval to proceed with the award process. Note that Local Assistance Division will not open the construction phase of a project until the State Aid Certification form has been received and is uploaded into VDOT's Integrated Project Manager (iPM) system.

5. Once the project begins, a project level invoice, accompanied by supporting documentation, should be submitted to the VDOT Project Coordinator no more frequent than monthly, but within 90 days of incurred costs. The supporting documentation should include copies of invoices paid by the locality and a to-date project summary schedule, tracking payment requests and any adjustments. In lieu of copies of invoices paid by the locality, a one-page summary of what documentation the locality has on file may be used, provided that the locality's Director of Finance or (equivalent official) similar position signs it. A request is then forwarded to Local Assistance Division from the local VDOT office requesting the phase opened and the funds authorized for payment. No invoice should be processed for payment without authorization from Local Assistance Division. After all work is completed the locality makes a final billing to VDOT for its share of the actual eligible costs incurred. If the actual cost is less than that provided by the agreement, the difference may be transferred to another revenue sharing project in the locality, or, if the locality desires, refunded to the VDOT Revenue Sharing Program Fund.
6. Any updates to the project's status, schedule, or estimate shall be done by the designated local VDOT Manager or Project Coordinator during the course of the project.
7. Upon completion of a project the District should follow its prescribed close-out procedure. Any surplus revenue sharing funds should be transferred to another qualifying project (as outlined in Appendix [K](#)) to prevent the funds from becoming a candidate for de-allocation. Surplus funds may be transferred only in accordance with CTB Policy and these Guidelines

APPENDIX J

CERTIFICATION FORM FOR STATE FUNDED PROJECTS

Certification Form for State Funded Projects

Project Number: _____

UPC: _____

This certification form is to be used to certify adherence to all applicable laws and regulations pertaining to locally administered state funded projects. This certification form will not be used for projects utilizing any federal funds. The signature at the bottom will certify that **>INSERT LOCAL GOVERNMENT NAME<** has met the following requirements for state funded projects. VDOT may perform project audits to verify compliance with this certification. False or inaccurate statements identified by VDOT or other state regulatory agencies may result in the requirement to return state aid and/or other penalties as allowed by State law.

Initials	Certification Statement
	Check applicable statement: <input type="checkbox"/> For highways maintained by the LPA, project plans have been designed in accordance with AASHTO standards and signed and sealed by a Virginia registered P.E. in accordance with DPOR; OR <input type="checkbox"/> For highways which will be operated and maintained by VDOT, project plans have been designed in accordance with VDOT Standards and that VDOT has reviewed the plans in accordance with the agreed upon schedule and all necessary design variances/waivers have been attained and the plans have been signed and sealed by a Virginia registered P.E. in accordance with DPOR.
	All required regulatory agency coordination has been made and applicable permits or approvals have been acquired.
	Where VDOT will operate and maintain the highway, that the LPA has performed appropriate due diligence to identify environmental hazards on new right of way and to the best of our knowledge, any existing environmental hazards have been identified and mitigated or a plan for mitigation during construction has been made.
	Project was developed in accordance with State laws and regulations governing public involvement so that adequate and appropriate public notice and opportunity for public comment was provided.
	All right of way has been obtained and that the LPA has legal right of entry onto each and every parcel for the advertisement and construction of the referenced Project.
	The LPA has complied with the Code of Virginia requirements pertaining to relocations and the acquisition of real property.
	All affected utilities have been relocated or companies authorized to relocate their facilities. If not, they are included as in-plan work to be performed by the road contractor.
	The project was advertised in accordance with the Virginia Public Procurement Act and that the advertisement package included all appropriate EEO provisions.
	All environmental regulations as are applicable to local government capital improvement projects and as required by State or federal laws applicable to non federal-aid projects have been met or provisions to meet continuing requirements during construction have been made.

>INSERT LOCAL GOVERNMENT NAME< acknowledges that failure to fulfill its legal obligations associated with those requirements identified in this certification may result in project delays and/or delays or forfeiture of State reimbursements. **>INSERT LOCAL GOVERNMENT NAME<** further acknowledges that obligations associated with those requirements identified in this certification may be subject to audit by VDOT or State oversight agencies.

 Local Government Manager (City Manager, County Administrator, City Engineer or County Director of Public Works or designated authority to sign)

 Date

cc: Project file
 VDOT Project Coordinator
 VDOT Local Assistance Director

(Please refer to the [Locally Administered Projects \(LAP\) Manual](#) for the most current form)

APPENDIX K

**REVENUE SHARING PROGRAM
PROJECT TRANSFER AND DEALLOCATION PROCESS**

REVENUE SHARING PROGRAM PROJECT TRANSFER AND DEALLOCATION PROCESS

Revenue Sharing funding is allocated to specific projects through an application process and the allocations are generally not intended to be transferred to supplement other Revenue Sharing projects or become a revenue source for other projects which have not received Revenue Sharing allocations. However, under limited circumstances Revenue Sharing allocations may be transferred to other projects in accordance with the following procedures:

1. Surplus funds from a completed project may be transferred to an existing Revenue Sharing project within the same locality that needs funds to meet an advertisement or award date within 1 year of request or to meet a deficit on a completed project with approval of the Commonwealth Transportation Board District member.

- Within six months of project completion, the locality's County Administrator or City/Town Manager, as applicable, must submit a request, in writing, requesting such a transfer to their local VDOT Manager.
- The local VDOT Manager will notify the Local Assistance Division (LAD) Revenue Sharing Program Manager of such request to ensure that funding is available to be transferred and that no outstanding issues exist that would preclude such a transfer. The LAD Revenue Sharing Program Manager reviews project allocations, expenditures, and pending VDOT charges to determine amount available for transfer (in coordination with the Infrastructure Investment Division). The LAD Revenue Sharing Program Manager also verifies that there are no restrictions applicable to the particular fiscal year's funding which would disallow the requested transfer.
- After receiving concurrence from LAD, the local VDOT Manager will request written concurrence from the District Commonwealth Transportation Board (CTB) member. The local VDOT Manager will forward the concurrence to LAD Revenue Sharing Program Manager, along with a complete IID-24.
- The LAD Revenue Sharing Program Manager will review the IID-24 and forward to the Infrastructure Investment Division for processing in PAM and Cardinal and record the transfer in the Revenue Sharing database.
- An email is then sent to the designated local VDOT Manager indicating that the transfer of funding has been completed. If applicable, project agreements are modified (or request made of project manager to do so) and are transmitted with the transfer approval letter.

2. Surplus funds may be transferred to an existing non-Revenue Sharing Project in the Six Year Improvement Program or Secondary Six Year Plan that needs funds to meet advertisement or award date within 1 year of request or to address a deficit on a completed project, with the approval of the Commonwealth Transportation Board.

- Within six months of project completion, the locality's County Administrator or City/Town Manager, as applicable, must submit a written request for a transfer to their local VDOT Manager.
- The local VDOT Manager will notify the LAD Revenue Sharing Program Manager of such request to ensure that funding is available to be transferred and that no outstanding issues exist that would preclude such a transfer. The LAD Revenue Sharing Program Manager reviews project allocations, expenditures, and pending VDOT charges to

determine amount available for transfer (in coordination with the Infrastructure Investment Division). The LAD Revenue Sharing Program Manager also verifies that there are no restrictions applicable to the particular fiscal year's funding which would disallow the requested transfer.

- After receiving concurrence from LAD, the local VDOT Manager will ensure that the District CTB member is aware of the pending request.
- The Revenue Sharing Program Manager will coordinate with the local VDOT Manager to prepare a CTB Resolution and decision brief and will present the request at the next possible CTB Meeting for CTB action.
- If concurrence is provided by the CTB, the local VDOT Manager will prepare an IID-24 and provide to the Revenue Sharing Program Manager. After review, the Revenue Sharing Program Manager forwards the IID-24 to the Infrastructure Investment Division for processing in PAM and Cardinal and records transfer in Revenue Sharing database.
- An email is sent to the designated local VDOT Manager indicating the transfer of funding has been completed. If applicable, project agreements are modified (or request made of project manager to do so) and is transmitted with the transfer approval letter.

3. Surplus funds from a cancelled project must be deallocated and returned to the statewide Revenue Sharing program account; these funds can only be reallocated by the Commonwealth Transportation Board.

- After receiving an email from the locality that a project is to be cancelled, the LAD Revenue Sharing Program Manager prepares an IID-24 that is transferring funds from the cancelled project to the Revenue Sharing Balance Entry account, and forwards to the Infrastructure Investment Division for processing in PAM and Cardinal financial systems.
- The LAD Revenue Sharing Program Manager records the transfer in Revenue Sharing database.

4. All other transfers must meet the conditions of the deallocation process, which limits transfers to projects which need the additional funding to meet an advertisement date or award date within one (1) year of the transfer requests, or that addresses an existing deficit on a completed project. The following requirements also apply as necessary:

- When a transfer is requested to another existing Revenue Sharing project, concurrence from the District CTB member is required.
- When a transfer is requested to a non-Revenue Sharing project, approval from the CTB is required. Any non-Revenue Sharing project that receives a Revenue Sharing allocation outside the application cycle will not be considered an existing Revenue Sharing project for allocation prioritization purposes.

The transfer process is outlined in paragraphs 1 and 2 above, as applicable.

For any transfer to a project which requires advertisement or award within one (1) year of request or CTB approval, the LAD Revenue Sharing Program Manager will notify the locality of the upcoming deadline, in writing, at least two months prior to the advertisement or award deadline, if advertisement or award has not yet been completed. The LAD Revenue Sharing Program Manager will copy the local VDOT Contact and the District CTB member. If locality cannot meet the deadline, the LAD Revenue Sharing Program Manager will initiate deallocation unless an exception is provided.

If the terms of the transfer, including the requirement to advertise or award the project, cannot be met by the locality, the locality may request to retain their funding. Such request must be submitted to the Director of Local Assistance, in writing, by the County Administrator or City/Town Manager at least 15 business days prior to the deadline. The request must include reasons for the inability to meet the transfer terms, including actions taken to meet the terms of the transfer and when the terms will be met.

Coordination with the local VDOT Manager regarding the request is strongly recommended. The Director of Local Assistance will consult with District CTB Member prior to the final decision to approve the locality request or to deallocate, as pertinent. The final decision will be provided to the locality and the local VDOT Manager in writing, with a copy to the District CTB Member.

De-allocation

Identification of Projects Subject to De-allocation:

- § 33.2-357 was modified in 2008 to include a provision establishing timeframes for the expenditure of funds with an additional modification made in 2012. The language indicates that any project having funds under the revenue sharing program shall be initiated in such a fashion where at least a portion of the funds have been expended within one year of allocation. Any revenue sharing funds for projects not initiated after two subsequent years of allocations may be reallocated at the discretion of the Commonwealth Transportation Board. Criteria for identifying projects for potential de-allocation:
 - Project completed with allocations remaining and no activity for 6 months
 - Project which has not been initiated within two (2) fiscal years of allocation
 - Project which is on-going, where for 24 months no portion of allocated revenue sharing funds has been expended or project has been inactive.

Process for de-allocation:

- At the end of each fiscal year, the Revenue Sharing Program Manager will obtain from the Revenue Sharing database a list of revenue sharing projects that received allocations for that fiscal year and have had no project expenditure activity.
- The Revenue Sharing Program Manager will discuss these projects with the local VDOT PIM and determine which projects have not yet been initiated. Once those have been identified, the Revenue Sharing Program Manager will send a letter to the locality advising the of the potential that project funding may be de-allocated if the project is not initiated within the next twelve (12) months and of the possibility that no additional funds may be allocated by CTB until the project is initiated.
- Each spring, the Revenue Sharing Program Manager reviews a list of revenue sharing projects obtained from the Revenue Sharing database that have had no activity in past 24 months for the formal de-allocation review.
- The Revenue Sharing Program Manager will provide to the designated local VDOT Manager a list of potential projects for de-allocation.
- The designated local VDOT Manager will coordinate with each affected locality to determine the project status and provide an action plan and recommendation whether funds should be de-allocated or whether there is justification to retain the funds. This action plan and recommendation will be provided back to the LAD Revenue Sharing Program Manager within 45 days.
- Projects that are identified by the designated local VDOT Manager as complete will be closed and the designated local VDOT Manager will be asked to provide proper documentation within 45 days

to transfer funds to another qualifying project, in accordance with CTB Policy. A qualifying project is a revenue sharing project that is completed and in deficit, or an on-going project that needs additional funds to meet a scheduled advertisement or award within 12 months.

- Once a project is identified for de-allocation a list will be presented at the January CTB meeting for consideration in the removal of Revenue Sharing project funds. Localities will be notified of proposed de-allocations at least 30 days prior to presentation to the CTB.
- If the decision is made to de-allocate the funds, those funds will be removed from the project and made available for statewide redistribution at a later date. Any locality matching funds that had been provided to VDOT by the locality for the funds being de-allocated will be refunded to that locality through the respective District office.
- For completed projects, after notification that a project has been completed, the Revenue Sharing Program Manager will notify the locality of the amount of surplus funds and that the Locality has six (6) months from the project's completion date (as identified by a submitted C-5, final invoice, or other notification by the District Office) to request a transfer of those funds in accordance with the CTB Policy and these Guidelines, or those funds will be subject to deallocation. Prior to the six month deadline, the locality's County Administrator or City/Town Manager, as applicable, must submit a written request for a transfer to their local VDOT Manager, or provide written justification to their local VDOT Manager for a deferral of the deallocation. Deferrals will only be provided under extenuating circumstances.

As previously noted, surplus funds from a cancelled project must be deallocated and returned to the statewide Revenue Sharing program account; these funds can only be reallocated by the Commonwealth Transportation Board.

**Comments Received on
*DRAFT REVENUE SHARING POLICY
and GUIDELINES***



**SUMMARY OF COMMENTS
AND VDOT RESPONSES**

COMMENTS RECEIVED on DRAFT REVENUE SHARING POLICY and GUIDELINES

#1 City of Lynchburg

On behalf of the City of Lynchburg, I would like to submit our comments to the proposed policy changes to the Revenue Sharing Program.

On Policy 1: We agree as we understand that the State Funds are limited and that putting limitations on both the maximum requests per year and per project are both needed to maintain the intent of the program and allow new Tier 2 projects to receive funding.

On Policy 2: We agree with all provisions except 2-f. We disagree with this provision and believe some flexibility needs to be retained. The example that I give is in the City of Lynchburg we had Kemper Street bridge and Main Street bridge as R.S. projects with Kemper going to bid and Main in design phase. When we put Kemper out to bid, the bids came back over budget and we had no way to award it without moving R.S. funds from the Main Street bridge project. (Kemper was bidded at a time when a majority of statewide bridge projects were coming in over budget as we compared it to others before we awarded.) Then we re-applied for more funds to be able to continue with Main Street since the other funds were moved to Kemper. The proposed policies state that this will not be allowed, which we believe is wrong because we were able to get the one project under construction sooner than we could have if we did not move the funding and this did not delay the Main Street bridge project.

VDOT COMMENT: Like VDOT, Localities have a responsibility to accurately estimate project costs and ensure adequate funding exists before projects are advertised. With the limited funding available for all programs, this need is more critical than ever. When the Locality signs a project administration agreement, they are agreeing to provide additional funds beyond the Revenue Sharing allocation, if necessary. Furthermore, as noted by the Revenue Sharing Study Committee and reiterated on several occasions by members of the Commonwealth Transportation Committee, Revenue Sharing allocations are made to individual projects and are not intended to be treated as Locality allocations, so transfers among multiple Revenue Sharing projects should not be the normal approach to supplementing funding for projects. However, the point is noted and there are options to address these situations. When bids come in very high, the project may need to be re-scoped, or the bid modified, to stay within budgetary limitations; this is a common practice with VDOT projects. When re-scoping is not feasible or desirable, but before the project is awarded, the locality may request additional allocations through the biennial application process. The CTB also has the option to provide non-application year allocations (from surplus project funds, canceled or deallocated projects) to projects where justification for additional allocations can be made before the project is awarded. The Revenue Sharing Guidelines provide for such possibility in Section IX. The criteria and process for prioritizing and selecting projects for supplemental allocations during non-application years would need to be identified and approved by the CTB prior to implementation.

On Policy 3: We disagree with 3-a, as cutting the closeout period from 24 months to 6 months. On some complex projects, it requires more than 6 months to get the project closed by VDOT.

VDOT COMMENT: This policy refers to the actual construction project completion (typically where the final project acceptance has been provided). We believe six months is ample time for the Locality to determine if any surplus funds from a completed project can be moved to either an existing Revenue Sharing project or Six Year Improvement Plan project, both of which must be advertised or awarded within 12 months. Unless there are extenuating circumstances, most Revenue Sharing projects should have any available balance identified well before six months of completion. However, if situations warrant a deferral of the deallocation, the deallocation coordination process, outlined in Appendix K of the Revenue Sharing Guidelines, does state that the locality can provide justification to defer deallocation.

Thank you for your work to adjust the Revenue Sharing Program and keep it as a viable funding source for localities.

Lee Newland, P.E.

City Engineer

City of Lynchburg

#2 City of Falls Church

The City of Falls Church staff reviewed the new guidelines and are pleased with the changes for the program and the City specifically. Please see below our comments/questions. Thanks!

Positive Changes

- Page 3, eligible activities expanded to include ped/bike access. This is consistent with state, regional, and local policies that recognize the importance of multimodal transportation planning.
- Page 5, jurisdiction limit reduced to \$5 million. This should support the goal of sharing revenue (the program name) across more jurisdictions
- Page 5, project limit reduced to \$10 million. This should help the program fund more smaller projects, since SmartScale should be the avenue for larger investments
- Pages 5-6, funding cannot be shifted to projects not previously awarded funding through the prioritization process. This ensures that all localities are operating under the same set of rules.
- Page 7, projects must identify the entirety of funding and cannot rely on future Revenue Sharing applications. This allows each project to compete on the same set of rules, and does not obligate CTB decisions beyond the 2-year scope of the allocation period.

- Page 10, transfer guidance will ensure funds are used in accordance with the approved funding priorities
- Page 11, cannot request additional funds to fill a hole created by transferring funds off a project, this prevents localities from inadvertently receiving funds for higher priority projects and having them rotate to lower priority projects
- Overall, the guidelines re: what can be done with surplus funding are very helpful and clear.

Questions/Comments

- Page 7, would like clarification that "commitment to fully fund the project" can be satisfied by an adopted CIP that shows funding in out years, since Council cannot legally obligate funds in out years.

VDOT COMMENT: We recognize the legal restriction regarding obligations for future years and even our project administration agreement uses the phrase "subject to appropriation" but this does not preclude the obligation of a locality to commit to fully funding a project that has received state allocations. CIPs, as with other planning documents, may show predicted funding without an actual appropriation. As stewards of state revenue, we must have some commitment by the locality that the Revenue Sharing funds if provided will be used to fully complete a project.

- Page 9, would like clarification that the one year clock for starting the project begins from the fiscal year in which the funds are available, not the year allocated (since this is now a 2-year allocation)

-

VDOT COMMENT: Yes, this is how we are interpreting the requirement that a project be initiated within one year of allocation. We are considering projects that receive an allocation for the second year of the biennial cycle as being "programmed" for funding and allocated the year that the funds become available.

- Will there be a formal LAP meeting to discuss the new guidelines for staff? Would be helpful instead of just adopting these new policies via document.

VDOT COMMENT: If there is interest we can hold a webinar to address new requirements. Also, the Local Programs Workshop will be held this year in Virginia Beach in September, and the requirements will be discussed during a session at the workshop.

#3 Arlington County

(Summarized from Letter) We are apprehensive about the proposed changes to the handling of Revenue Sharing transfers between existing projects. The proposed concurrence from the District CTB member for a transfer should be further clarified. Often times these transfers are incredibly time-sensitive, ..., we are concerned that this concurrence might add a bulky administrative layer. Additionally, we would expect that there be parameters outlined for the CTB Member to use in evaluating the transfer request to ensure equitable application of their concurrence across jurisdictions.

VDOT COMMENT: We appreciate the concern regarding the addition of administrative layers to receive this approval. This exact concern is why the Study Committee left the concurrence at the District CTB Member level, rather than at the full CTB level. District CTB member approval of allocation transfers is a common practice in our Transportation Enhancement/Alternatives Program as well as other funding programs and is typically done very quickly via email. We also agree that consistency across the state is paramount. The Guidelines do provide specific situations when transfers can be made and VDOT staff will review/evaluate requests and notify the District CTB member that the request meets the required timelines. Additionally it is important to note, also, that the most important purpose of this policy change is to increase transparency of the transfer process.

CITY OF LYNCHBURG COMMENTS

Dudley, Russell A. (VDOT)

Subject: FW: Revenue Sharing revised guidelines

From: Newland, Lee [<mailto:lee.newland@lynchburgva.gov>]

Sent: Thursday, July 06, 2017 3:05 PM

To: Brown, Julie R. (VDOT); Svrcek, Bonnie

Cc: Dudley, Russell A. (VDOT); Webb-Howells, Debbi (VDOT); Valentine, Shannon (CTB); Hart, Gaynelle; Hartgrove, Charles

Subject: Revenue Sharing revised guidelines

Julie,

On behalf of the City of Lynchburg, I would like to submit our comments to the proposed policy changes to the Revenue Sharing Program.

On Policy 1: We agree as we understand that the State Funds are limited and that putting limitations on both the maximum requests per year and per project are both needed to maintain the intent of the program and allow new Tier 2 projects to receive funding.

On Policy 2: We agree with all provisions **except 2-f**. We disagree with this provision and believe some flexibility needs to be retained. The example that I give is in the City of Lynchburg we had Kemper Street bridge and Main Street bridge as R.S. projects with Kemper going to bid and Main in design phase. When we put Kemper out to bid, the bids came back over budget and we had no way to award it without moving R.S. funds from the Main Street bridge project. (Kemper was bidded at a time when a majority of statewide bridge projects were coming in over budget as we compared it to others before we awarded.) Then we re-applied for more funds to be able to continue with Main Street since the other funds were moved to Kemper. The proposed policies state that this will not be allowed, which we believe is wrong because we were able to get the one project under construction sooner than we could have if we did not move the funding and this did not delay the Main Street bridge project.

On Policy 3: We disagree with 3-a, as cutting the closeout period from 24 months to 6 months. On some complex projects, it requires more than 6 months to get the project closed by VDOT.

Thank you for your work to adjust the Revenue Sharing Program and keep it as a viable funding source for localities.

Lee Newland, P.E.
City Engineer
City of Lynchburg
434.455.3947

CITY OF FALLS CHURCH COMMENTS

Dudley, Russell A. (VDOT)

Subject: FW: Revenue Sharing Program Guidelines

From: Jina Freiberg <jfreiberg@fallschurchva.gov>

Date: July 7, 2017 at 9:07:49 AM EDT

To: "julie.brown@vdot.virginia.gov" <julie.brown@vdot.virginia.gov>

Cc: "Obeed, Nassre Y. (VDOT)" <Nassre.Obeed@VDOT.Virginia.gov>, "Anna C. Fortune (anna.fortune@vdot.virginia.gov)" <anna.fortune@vdot.virginia.gov>, "Bud.Siegel@VDOT.Virginia.gov" <Bud.Siegel@VDOT.Virginia.gov>, "Vaughan, Jan (VDOT)" <Jan.Vaughan@VDOT.Virginia.gov>

Subject: Revenue Sharing Program Guidelines

Good morning Julie,

The City of Falls Church staff reviewed the new guidelines and are pleased with the changes for the program and the City specifically. Please see below our comments/questions. Thanks!

Positive Changes

- Page 3, eligible activities expanded to include ped/bike access. This is consistent with state, regional, and local policies that recognize the importance of multimodal transportation planning.
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Questions/Comments

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- Will there be a formal LAP meeting to discuss the new guidelines for staff? Would be helpful instead of just adopting these new policies via document.

Jina S. Freiberg
CIP Grants Administrator and Data Analyst

Department of Public Works
[City of Falls Church](#)
300 Park Avenue, Suite 100 West
Falls Church, VA 22046
703-248-5467

Working together to sustain and enhance our community's infrastructure and provide a safe, green, and clean environment.

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ARLINGTON COUNTY COMMENTS



DEPARTMENT OF ENVIRONMENTAL SERVICES

Division of Transportation

2100 Clarendon Boulevard, Suite 900, Arlington, VA 22201
TEL 703-228-3681 FAX 703-228-7548 www.arlingtonva.us

July 7, 2017

Ms. Julie Brown
Local Assistance Division
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219

Dear Ms. Brown,

On behalf of Arlington County, please find outlined in this letter comments on the Virginia Department of Transportation's Revenue Sharing Program Guidelines. We have reviewed the proposed changes to the Guidelines and support in concept VDOT's efforts to ensure that Revenue Sharing remain a fixture in the localities repertoire of funding options for smaller-scale multimodal projects.

The Revenue Sharing Program has been instrumental in facilitating the County's ability to advance a variety of capital projects, particularly those projects that complete missing links in our multimodal transportation infrastructure. It is often difficult for localities to identify adequate resources for these type of projects, which can have a dramatic impact on local and regional transportation connectivity.

While the proposed changes to the Revenue Sharing Program Guidelines will impact the County's approach to identifying and securing external funding, it is a prudent step to maximize the use of taxpayer resources. We hope that the proposed changes to the Guidance will allow for Revenue Sharing funding to be disseminated across a greater spectrum of projects, including new projects in the Priority 2 category. By default, we anticipate this will result in larger, multi-million dollar projects being evaluated and funded through SMART SCALE, as is appropriate for that scale of project.

We are apprehensive about the proposed changes to the handling of Revenue Sharing transfers between existing projects. The proposed requirement of concurrence from the District CTB Member for a transfer between existing Revenue Sharing projects should be further clarified. Often times these transfers are incredibly time sensitive, for the reasons outlined in the revised Guidance, and we are concerned this concurrence might add a bulky administrative layer. Additionally, we would expect that there be parameters outlined for the CTB Member to use in evaluating the transfer request to ensure equitable application of their concurrence across all jurisdictions.

Thank you for your consideration of our comments and for your efforts to improve the Revenue Sharing Program. Please contact Sarah Crawford (scrawford@arlingtonva.us or 703-228-3397) of my staff with any questions related to this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Leach', written in a cursive style.

Dennis Leach
Director of Transportation



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 15

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

July 19, 2017

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Recreational Access to Louisa Aquatic Center
Project RECR-054-792 – Louisa County

WHEREAS, § 33.2-1510 of the *Code of Virginia* sets forth that the General Assembly of Virginia has found and declared that it is "... in the public interest that access roads and bikeways to public recreational areas and historical sites be provided..." and sets aside highway funds for such purpose, "... [w]hen the Director of the Department of Conservation and Recreation has designated a public recreational area as such ... and recommends to the [Commonwealth Transportation] Board that an access road or bikeway be provided or maintained to that area"; and

WHEREAS, the Director of the Department of Conservation and Recreation (DCR) and the Commonwealth Transportation Board (CTB) have adopted a joint policy to govern the use of the Recreational Access Fund pursuant to § 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the Louisa County Board of Supervisors has, by appropriate resolution, requested Recreational Access funds to provide road access to adequately serve facilities located off of Loudin Lane (Route 813) within Louisa County and said road access is estimated to cost \$250,000; and

WHEREAS, this request is under consideration by the Director of DCR for full compliance with the provisions of § 33.2-1510 of the *Code of Virginia*; and

NOW, THEREFORE, BE IT RESOLVED, that from the Recreational Access Fund \$250,000 (unmatched) for road construction be allocated to provide adequate access to existing and proposed facilities within the Louisa County Aquatic Facility off of Loudin Lane in Louisa County, Project RECR-054-792, contingent upon:

1. The Director of DCR designating the Louisa County Aquatic Facility as a public recreational area and recommending the use of the Recreational Access Fund for the construction of the access roadway to existing and proposed new facilities within Louisa Aquatic Facility; and
2. All right of way, environmental assessments and remediation, and utility adjustments being provided at no cost to the Commonwealth; and
3. Execution of an appropriate contractual agreement between the County of Louisa (LOCALITY) and the Virginia Department of Transportation (VDOT) to provide for the:
 - a. design, administration, construction and maintenance of this project; and
 - b. payment of all ineligible project costs, and of any eligible project costs in excess of the respective allocation amounts for the roadway access project from sources other than those administered by the VDOT.

#####

CTB Decision Brief

Recreational Access – Louisa County Louisa Aquatic Facility

Issue: Pursuant to § 33.2-1510 of the *Code of Virginia*, the Louisa County Board of Supervisors has requested funds from the Recreational Access Program to provide adequate road and bikeway access to proposed new facilities within the Louisa County Aquatic Facility.

Facts: Section 33.2-1510 of the *Code of Virginia* provides that the Commonwealth Transportation Board (CTB) shall expend from funds set aside for the construction of access roads and bikeways to public recreational areas and historical sites under this section of the *Code of Virginia*. Further, this section of the *Code of Virginia* grants the CTB the authority to construct access roads and bikeways to public recreational areas and historical sites when the governing body of the county in which the access road is to be provided passes a resolution requesting the road and when the Director of the Department of Conservation and Recreation (DCR) has designated the public recreational area as such and recommends to the CTB that an access road be provided to that area.

Louisa County owns and operates Louisa County Aquatic Facility and plans to develop new facilities within the recreational area off of Loudin Lane (Route 813). The proposed facilities include a pool enclosure for year round activity, a splash pad and zero entry wading area. Currently, the recreational facility is accessed from Industrial Drive (Route 780); however, visitors must navigate the parking lot of the Louisa County Betty Queen Intergenerational Center to access the Aquatic Facility parking lot. Louisa County proposes to more safely access the expanding recreational area off of Loudin Lane. The Locality will administer the design and construction of the proposed road project.

Local Assistance Division has coordinated with DCR staff to confirm support for the project. It is anticipated that the Director of DCR will designate Louisa County Aquatic Facility as a public recreational area and will recommend utilization of Recreational Access funds to provide adequate access to the park.

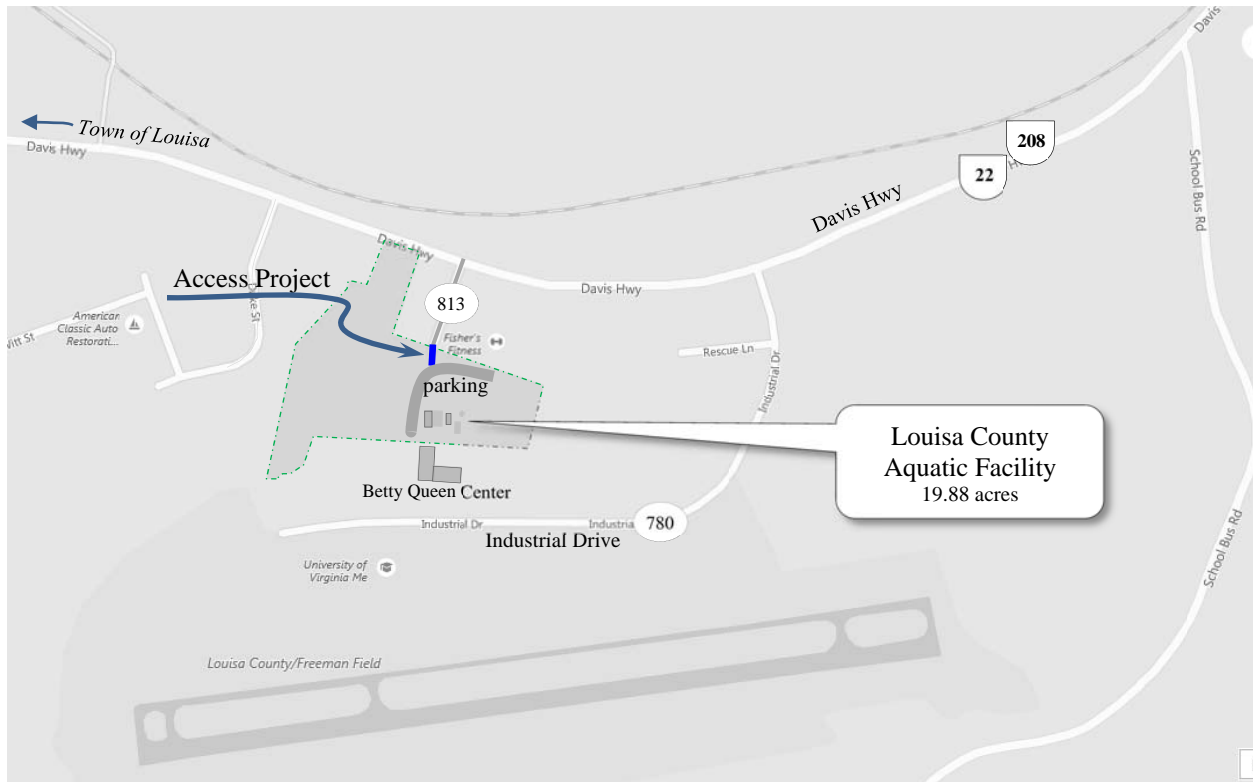
Recommendations: The road access project recommended by staff as adequate to serve existing and proposed facilities within Louisa County Aquatic Facility involves construction of a 23-foot wide asphalt roadway, within 50 feet of right of way, from Loudin Lane and continuing south, approximately 0.04 mile, to the parking lot. Davis Highway (Route 22/208) will be widened to allow for a left turn lane onto Loudin Lane. Culpeper District staff has estimated the cost of the road access project to be \$250,000. VDOT recommends that Recreational Access Program funding in the maximum amount of \$250,000 for the construction of road access be approved, subject to certain contingencies.

Action Required by the CTB: Prior to expending funds set aside for access roads to public recreational areas and historical sites, the *Code of Virginia* specifies that the CTB shall declare by resolution that the access road project be provided. A resolution is provided for formal vote.

Result, if Approved: VDOT and Louisa County will proceed with the recreational access road project.

Options: Approve, Deny, or Defer.

Public Comments/Reaction: None



PROPOSED RECREATIONAL ACCESS PROJECT
Louisa County Aquatic Facility
Project RECR-054-792
Louisa County

Recreational Facility

Existing facilities within approximate 20-acre recreational area include a three-pool outdoor complex, a fountain sprinkler for youth, and parking lot. Proposed facilities will include a splash pad, a zero entry wading area, and enclosure of the pool area to provide for year-round aquatic activity.

Estimated Traffic: 60 vpd

Access Facility

Length: 0.03
 Pavement Width: 23 feet
 R/W Width: 50 Feet
 Estimated Cost: \$250,000
 Proposed Allocation: \$250,000

**BOARD OF SUPERVISORS
COUNTY OF LOUISA
RESOLUTION**

At a regular meeting of the Board of Supervisors of the County of Louisa held in the Louisa County Public Meeting Room at 5:00 PM on the 20th day of March 2017, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Willie L. Gentry Jr., Cuckoo District Supervisor
SECONDER:	Fitzgerald A. Barnes, Patrick Henry District Supervisor
AYES:	Barlow, Barnes, Gentry Jr., Havasy, Wade, Koren, Williams

A RESOLUTION REQUEST FOR FUNDING FOR A RECREATIONAL ACCESS ROAD

WHEREAS, the Louisa County Aquatic Facility is owned and is to be developed by the County of Louisa as a recreational area facility serving the residents of Louisa County and adjoining localities; and

WHEREAS, the property on which this facility is located has no access to a public street or roadway and will require the construction of a new roadway which will connect to Loudin Lane (Route 813); and

WHEREAS, the existing public road network does not provide for adequate access to this facility and it is deemed necessary that improvements be made to Davis Highway (Route 22); and

WHEREAS, the procedure governing the allocation of recreational access funds as set forth in section 33.2-1510 of the *Code of Virginia* requires action by the Director of the Department of Conservation and Recreation and the Commonwealth Transportation Board; and

WHEREAS, a statement of policy agreed upon between the said Director and Board approves the use of such funds for the construction of access roads to publicly-owned recreational or historical areas; and

WHEREAS, the Board has duly adopted a zoning ordinance pursuant to Article 7 (section 15.2-2280 et seq), Chapter 22, Title 15.2 of the *Code of Virginia*; and

WHEREAS, it appears to the Board that all requirements of the law have been met to permit the Director of the Department of Conservation and Recreation to designate the Louisa County Aquatic Facility as a public recreation facility and further permit the Commonwealth Transportation Board to provide funds for appropriate access to this public recreation/historical area in accordance with section 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the Board agrees, in keeping with the intent of section 33.2-406 of the *Code of Virginia*, to use its good offices to reasonably protect the aesthetic or cultural value of this access leading to or within areas of historical, natural or recreational significance; and

WHEREAS, the County of Louisa acknowledges that no land disturbance activities may occur within the limits of the proposed access project without the consent of the Department of Transportation as a condition of the use of the Recreational Access Fund, and

WHEREAS, the County of Louisa hereby guarantees that the necessary environmental analysis, mitigation and fee simple right of way for this improvement, and utility relocations or adjustments, if necessary, will be provided at no cost to the Virginia Department of Transportation; and

WHEREAS, the County of Louisa hereby acknowledges that the Virginia Department of Transportation's Recreational Access Program may provide up to a maximum of \$250,000 (unmatched) and \$100,000 (matched) for a project and, if necessary, requires matching funding, up to \$100,000, from the County of Louisa, for estimated eligible project costs over \$250,000, up to \$450,000; and

WHEREAS, the County of Louisa hereby guarantees that financing of all ineligible project costs, project costs exceeding the project allocation under the Recreational Access Program, any Program required locality matching funds, if applicable, and all costs exceeding this Program allocation will be provided by the County of Louisa.


NOW, THEREFORE, BE IT RESOLVED, on this 20th day of March 2017, that the Louisa County Board of Supervisors hereby requests the Director of the Department of Conservation and Recreation to designate the Louisa County Aquatic Facility as a public recreational area and to recommend to the Commonwealth Transportation Board that recreational access funds be allocated for an adequate access road to serve said recreational area; and

BE IT FURTHER RESOLVED, that the Commonwealth Transportation Board is hereby requested to allocate the necessary recreational access funds to provide a suitable access road as herein before described; and

BE IT FURTHER RESOLVED, that the County Administrator and/or his designee(s) be authorized to act on behalf of the Board of Supervisors to execute any and all documents necessary to secure the maximum amount of funding eligible under the Recreational access Program; and

BE IT FURTHER RESOLVED, that the Louisa County Board of Supervisors hereby agrees that the new roadway so constructed will be added to and become a part of the secondary system of highways.

A Copy, teste:



Christian R. Goodwin, Clerk
Board of Supervisors
Louisa County, Virginia



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940
Agenda item # 16

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD July 19, 2017

MOTION

Made By: Seconded By: Action:

**Title: Adoption of Transit Capital Project Revenue Advisory Board
Principles for Addressing Future Transit Capital Revenues, Needs, and Prioritization**

WHEREAS, the 2016 Virginia General Assembly enacted Section 33.2-1840 through 33.2-1844 of the *Code of Virginia* establishing the Transit Capital Project Revenue Advisory Board (Revenue Advisory Board) to examine the effects of the loss of state transit capital funds, identify additional sources of revenue, and develop proposals for prioritization of transit capital funds;

WHEREAS, the Secretary of Transportation appointed two members nominated by the Virginia Transit Association, one member nominated by the Community Transportation Association of Virginia, one member nominated by the Virginia Municipal League, one member nominated by the Virginia Association of Counties, and two members nominated by the Director of the Department of Rail and Public Transportation to serve on the Revenue Advisory Board;

WHEREAS, public transportation in the Commonwealth plays a key role in congestion mitigation, economic development, and environmental stewardship by providing 200 million essential passenger trips annually;

WHEREAS, approximately 80 percent of state transit capital funds are used for State of Good Repair and the remaining for major expansion and minor enhancement projects;

WHEREAS, an evaluation of the Commonwealth's documented funding needs and projected revenues has conservatively identified an average annual revenue gap of \$130 million over the next ten years, representing a drop of over 40 percent from existing funding levels;

WHEREAS, this reduction in state funding along with increasing uncertainty in federal funding will result in an increased burden on local governments to either fill the gap or reduce or eliminate transit services;

WHEREAS, without additional funding, it is anticipated that the Commonwealth will only be able to support rolling stock replacement by 2021 with state participation rates, which are currently 68 percent, projected to drop below 30 percent by 2027;

WHEREAS, the Revenue Advisory Board is preparing a report to be submitted to the General Assembly, outlining the future of transit capital in the Commonwealth as well as recommendations regarding funding and prioritization;

NOW THEREFORE BE IT RESOLVED by the Board that it endorses the Transit Capital Project Revenue Advisory Board's policy principles for revenue and project prioritization to the Virginia General Assembly as detailed below.

- The Commonwealth needs a steady and reliable stream of dedicated revenues for its transit capital program to meet state of good repair and transit expansion needs;
- The Commonwealth should consider the following funding approach:
 - A combination of revenue sources to spread the impact of a single statewide source that is predictable and sustainable;
 - Revenue sources that increase gradually to address future gaps and needs;
 - A combination of statewide and regional sources with the majority coming from statewide sources;
 - Regionally derived funds shall be directed to prioritized needs within that region;
 - A floor on regional taxes; and
 - Excess Priority Transportation Fund revenues after debt service dedicated to transit capital as this source becomes available.
- It is possible and desirable to prioritize transit capital projects using technical scoring/ranking based on quantitative and qualitative measures;
- The policy and provisions of such a prioritization process should be developed by the Commonwealth Transportation Board via Board policy to allow for ongoing process improvement;
- To support prioritization, the transit capital program should be split into two programs – one for State of Good Repair/Minor Enhancement and one for Major Expansion, with a minimum of 80% directed to State of Good Repair/Minor Enhancement with the Commonwealth Transportation Board having the discretion to move additional funding into State of Good Repair;
- A single consistent match rate should be applied across asset types in order to provide greater predictability in funding, with State of Good Repair/Minor Enhancement matched at a higher rate than major expansion projects; and
- Local matching requirements (minimum of four percent) should remain part of the program structure.

CTB Decision Brief

Adoption of Transit Capital Project Revenue Advisory Board Principles for Addressing Future Transit Capital Revenues, Needs, and Prioritization

Issue:

The Department of Rail and Public Transportation (DRPT) requests endorsement of policy principles for addressing future transit capital revenues, needs, and prioritization as recommended and adopted by the Transit Capital Project Revenue Advisory Board (RAB), and to be presented to the General Assembly in its final report.

Facts:

DRPT's transit capital program faces a significant budget shortfall when Capital Project Revenue (CPR) bonds currently dedicated to the program begin to phase out in 2019. Recognizing this impending crisis, the 2016 Virginia General Assembly enacted HB1359, creating the Transit Capital Project Revenue Advisory Board (RAB) and tasking it with assessing the impact to transit agencies of the loss of these funds, assessing revenues needed to replace the bonds as well as future transit capital needs, potential revenue sources to fund these needs, and strategies for prioritizing and allocating the transit capital program.

Over the last year, the RAB, Chaired by CTB Member Marty Williams, adopted policy principles to guide its work towards addressing the transit capital budget issues, and informing the ultimate findings the RAB will present in its final report to the General Assembly when it concludes its work this summer.

Recommendation: DRPT recommends that the CTB endorse the policy principles the RAB adopted addressing future transit capital revenues, needs, and prioritization which reflect the consensus opinion on the RAB.

Action Required by CTB: Adopt the Transit Capital Project Revenue Advisory Board Principles for Addressing Future Transit Capital Revenues, Needs, and Prioritization

Options: Approve, Deny, or Defer.

BID RESULTS FOR THE CTB

June 22, 2017

DESIGN BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost
107458 0064-043-602 Contract #C00107458DB95 Design, ROW, Construction & QA/QC	I-64 Widening, Exit 200-205 Henrico and New Kent Counties Richmond District The Project involves the addition of one 12-foot wide travel lane and one 10-foot wide shoulder in each direction of the interstate for a distance of approximately 3.883 miles. The Project will include milling and overlay of existing pavement and extension of acceleration and deceleration lanes for the weigh stations.	AWARD	Corman-Branch, A Joint Venture Roanoke, Virginia	3	\$43,385,000.00	\$47,592,300.00

Recommended for Award: \$43,385,000.00

July 2017 CTB Meeting

DESIGN BUILD PROJECT AWARD

0064-043-602

Henrico and New Kent Counties

This project involves the addition of one 12-foot wide travel lane and one 10-foot wide shoulder in each direction along I-64 from 0.4 miles east of I-295 (Exit 200) to approximately 0.14 miles west of Route 249 (Exit 205). The total length of the project is approximately 3.884 miles. The widening will occur in the median of the existing interstate, limiting the amount of right-of-way required to construct the project and minimizing impact to existing interchanges. Existing bridges within the corridor will be widened to the inside. The project will include milling and overlay of all existing mainline pavement and restriping of lanes from the I-295 CD lanes eastbound to I-64 eastbound. The project will also extend the acceleration and deceleration lanes at each weigh station located within the corridor.

The Project will encompass all work required for the design and construction of the Project to include Maintenance of Traffic, Quality Assurance/Quality Control, and Public Involvement and Communications.

Completion Date August 22, 2019

Shortlisted Offerors:

<u>Name</u>	<u>Price</u>
Corman/Branch (Joint Venture).	\$43,385,000.00
Lane Construction Co.	\$44,285,400.00
Shirley Contracting Co.	\$46,883,602.00

BALLOT THRESHOLD REPORT

Letting Date: 6/21/2017

INTERSTATE

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
M20	111031	LOCATION: INTERSECTION OF HAMPTON BLVD. & 90TH. ST.	W. M. SCHLOSSER COMPANY, INC.	3	\$2,122,000.00	\$1,722,498.00
	0564-122-395, C501		HYATTSVILLE			
	STATE	NORFOLK	VA			
	Construction Funds	HAMPTON ROADS DISTRICT				
		COMMERCIAL VEHICLE INSPECTION STATION NORFOLK NAVAL FACILITY				

BALLOT THRESHOLD REPORT

Letting Date: 6/21/2017

SECONDARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
L88	8216	FROM: INT. OF LUCK STONE ENTRANCE	PHILLIPS CONSTRUCTION, LLC	5	\$3,295,979.59	\$2,828,730.83
	(NFO) 1343-072-144,C501	TO: INT. OF RTE. 60	HENDERSON			
	STP-5A27(352)	POWHATAN	KY			
	Construction Funds	RICHMOND DISTRICT				
		CARTER-GALLIER BLVD.				
M04	80272	FROM: 0.099 MI. S. OF INT. RTE. 608	A. R. COFFEY AND SONS, INC.	8	\$2,438,619.57	\$2,597,979.01
	(NFO) 0610-007-451, M501	TO: 0.623 MI. S. OF INT. RTE. 608	BUCHANAN			
	STP-007-8(152)	AUGUSTA	VA			
	Construction Funds	STAUNTON DISTRICT				
		ROAD IMPROVEMENTS ON RTE. 610 AT INTERSECTION W/ RTE. 912				