



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

AGENDA

MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD

Delta Hotels Chesapeake Norfolk
725 Woodlake Drive
Chesapeake, Virginia 23320

March 21, 2019

9:00 a.m. or upon adjournment of the March 20, 2019 Workshop Meeting.

Public Comments:

Approval of Minutes February 20, 2019

OFFICE OF LAND USE:

Presenting: Robert Hofrichter
Division Director

1. Action on Statewide Abandonment – Primary System of State Highways Specifically Route 357 in Dinwiddie County Located in the Richmond District.

LOCAL ASSISTANCE DIVISION:

Presenting: Richard Walton
Chief of Policy

2. Action on Revenue Sharing Reallocation, Specifically, County of Dickenson, South of the Mountain Road Located in the Bristol District.

LOCATION AND DESIGN DIVISION:

Presenting: Susan Keen
Division Administrator

3. Action on Limited Access Control Changes, Specifically, Interstate 95 and Route 10 Interchange Improvements in Chesterfield County Located in the Richmond District.

INFRASTRUCTURE INVESTMENT DIVISION:

Presenting: Kimberly Pryor
Division Director

4. Action on Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2019-2024.
5. Action on FY19-24 Six-Year Improvement Program Transfers For January 19, 2019 through February 19, 2019.

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION:

Jennifer DeBruhl
Chief of Public Transportation

6. Action on Policy for the Implementation of Performance Based Statewide Transit Operating Allocation.
7. Action on Addition of a Public Transportation Project to the Six-Year Improvement Program for Fiscal Years 2019-2024 for the WMATA Platform Improvement Program - Summer 2019 Virginia Supplemental Mitigation Plan.

MAINTENANCE DIVISION:

Presenting: Branco Vlacich
Division Administrator

8. Action on Commemorative naming of the bridge on State Route 102, Boissevain Road, over Laurel Fork, Tazewell County Located in the Bristol District as the “Thomas Burns Childress Memorial Bridge”.
9. Action on Commemorative naming of the bridge on Route 622, Groveton Road, over Interstate 66, Prince William County Located in the Northern Virginia District as the “Wotring Memorial Bridge”.

OFFICE OF THE COMMISSIONER:

Presenting: Stephen Brich
Commissioner of Highways

10. Action on the Commissioner’s Certification to the Governor and the General Assembly and the Commissioner’s Execution of a Comprehensive Agreement with Hampton Roads Connector Partners.
11. Action on Authorization for the Commissioner of Highways to Enter Into the Project Agreement for Funding and Administration with the Hampton Roads Transportation Accountability Commission related to the I-64 Hampton Roads Bridge Tunnel Expansion Project.
12. Action on South Island Bridge Replacement Work.

SCHEDULING AND CONTRACT:

Presenting: Harold Caples
Assistant State Construction Engineer

13. Bids.

NEW BUSINESS:

ADJOURNMENT:

###



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Agenda item # 1

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

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

Action: _____

Title: Statewide Abandonment – Primary System of State Highways

WHEREAS, pursuant to §33.2-902 *Code of Virginia*, the Commissioner of Highways was provided with intent petition to abandon from the Primary System of State Highways Route 357 in Dinwiddie County. This road existed solely to serve the previous Southside Virginia Training Center. The road's total distance of 0.95 mile is

- (a) no longer necessary as a public road, and
- (b) no longer provides a public convenience that warrants maintenance at public expense; and

WHEREAS, the Dinwiddie County Board of Supervisors supports the Commissioner of Highways' action to abandon from the Primary System of State Highways that portion of Route 357 serving the previous Southside Virginia Training Center, pursuant to §33.2-902 and has approved a resolution, attached hereto as Exhibit A, requesting the abandonment of such segments of Route 357, as seen in the map attached hereto as Exhibit B; and

WHEREAS, the Virginia Department of Transportation (VDOT) posted notice, attached hereto as Exhibit C, of the intent to abandon such segment on behalf of the Commonwealth Transportation Board (Board), and such posting was done in accordance with § 33.2-902, and VDOT received no requests for public hearing on the matter; and

WHEREAS, a primary highway that is no longer providing sufficient public convenience to warrant maintenance at public expense may be abandoned by the Board, pursuant to §33.2-902, *Code of Virginia* 1950, as amended.

Primary System of State Highways

NOW THEREFORE, BE IT RESOLVED, that the roadway segments identified below, by Construction District, is hereby ordered abandoned as part of Primary system of state highways, pursuant to § 33.2-902, *Code of Virginia*, 1950, as amended.

Abandonment

Richmond District

Dinwiddie County

Project: 0460-013-101, C507

- | | |
|-----------------------------|----------|
| • Route 357 – Segment A – B | 0.02 Mi. |
| • Route 357 – Segment A – C | 0.02 Mi. |
| • Route 357 – Segment C – D | 0.51 Mi. |
| • Route 357 – Segment C – E | 0.40 Mi. |

Total Mileage Abandoned from the Primary System: 0.95 Mi.

#####

CTB Decision Brief

Abandonment of Route 357 Located in Dinwiddie County

Issue: The Dinwiddie County Board of Supervisors has requested the Virginia Department of Transportation (VDOT) abandon 0.95 mile of Route 357 in Dinwiddie County.

Facts: Route 357 in Dinwiddie County, which solely served the state institution known as the Southside Virginia Training Center, a total distance of 0.95 miles, is no longer necessary as a public road. The property on which the Southside Virginia Training Center and the relevant portions of Route 357 were located has been sold to a private entity, and is no longer used for public purposes.

The Dinwiddie County Board of Supervisors approved a resolution on January 15, 2019 (Exhibit A, attached), supporting the abandonment of a 0.95 mile portion of Route 357 (segments identified as “A – B”, “A – C”, “C – D”, “C – E” noted in “Blue” on Exhibit B, attached).

Upon review of the area, VDOT staff determined the 0.95 mile portion should be abandoned as a part of the Primary System of State Highways, pursuant to § 33.2-902 of the *Code of Virginia*, since no public necessity exists for the continuance of the segment as a public road.

Pursuant to and in accordance with § 33.2-902 of the *Code of Virginia*, VDOT published a “Notice of Intent to Abandon” in the *Dinwiddie Monitor* publication on December 12 and 19, 2018 (Exhibit C, attached). No requests for public hearing were submitted during the requisite 30-day timeframe.

Recommendations: VDOT recommends the Commonwealth Transportation Board approve the abandonment of the 0.95 mile portion of Route 357 referenced above.

Action Required by CTB: The *Code of Virginia* requires a majority of the Board’s members to approve the change proposed in this brief within four months of the end of the 30-day period after publication of the notice of intent to abandon. A resolution describing the proposed segments to be abandoned is provided for the Board’s consideration.

Result if Approved: If approved, VDOT will suspend all its maintenance activity on the roadway segment.

Options: Approve or Deny

Public Comments/Reactions: A public hearing was not requested during the requisite timeframe.

Exhibit A
Dinwiddie County Board of Supervisors January 15, 2019 Resolution

County of Dinwiddie

BOARD OF SUPERVISORS

DR. MARK E. MOORE
WILLIAM D. CHAVIS
DANIEL D. LEE
BRENDA EBRON-BONNER
HARRISON A. MOODY



COUNTY ADMINISTRATOR

W. KEVIN MASSENGILL

FOUNDED 1752

The Board of Supervisors of Dinwiddie County, in regular meeting on the 15th day of January 2019, adopted the following:

RESOLUTION

WHEREAS, pursuant to §33.2-902 Code of Virginia, the Commissioner of the Virginia Department of Transportation has provide this Board with its notice of Intent to abandon from the Primary System of State Highways Route 357, which solely served the old Southside Virginia Training center, a total distance of 0.95 miles as shown on the attached sketch; and

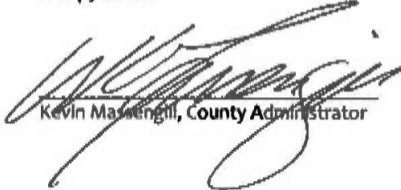
NOW, THEREFORE, BE IT RESOLVED that this Board supports the Virginia Department of Transportation's action to abandon from the primary system of State highways Route 357, serving the old Southside Virginia Training Center, pursuant to §33.2-902 Code of Virginia; and

BE IT FINALLY RESOLVED, that a certified copy of this resolution be forwarded to the Residency Administrator of the Virginia Department of Transportation Petersburg Residency.

Recorded Vote

Moved By: Dr. Moore
Seconded By: Mr. Moody
Yeas: 5
Nays: 0

A Copy Teste:

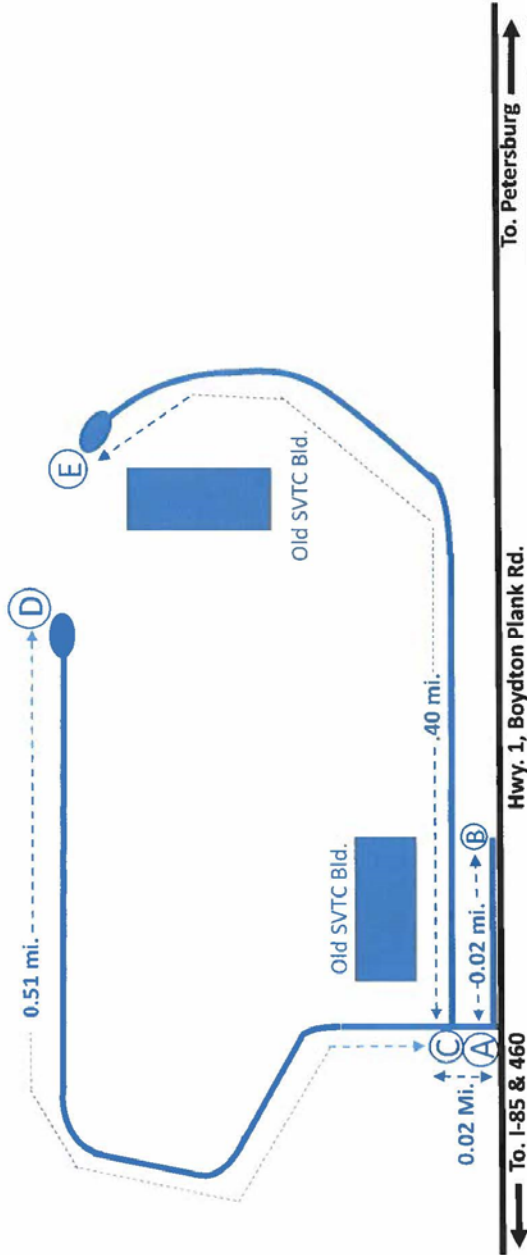


Kevin Massengill, County Administrator

Exhibit B Sketch of Proposed Segments to be Abandoned

Rte. 357, Southside Virginia Training Center
Dinwiddie County

CTC
1-30-19



Legend
Dinwiddie County
Changes in the Secondary System

— Segment(s) of Secondary Road location to be abandoned.

Route	Action	Segment	Station	Length
357	Abandoned	A - B Section 0010		0.02 Mi.
357	Abandoned	A - C Section 0020		0.02 Mi.
357	Abandoned	C - D Section 0020		0.51 Mi.
357	Abandoned	C - E Section 0030		0.40 Mi.

Exhibit C
“Notice of Intent to Abandon”

VDOT
Virginia Department
of Transportation

**NOTICE OF PROPOSED ROAD
ABANDONMENT INSTITUTIONAL
ROUTE 357: DINWIDDIE COUNTY**

Location: Old Southside Virginia Training Center, Dinwiddie County, Va. Primary Route 357, 0.95 miles

Pursuant to §33.2-902 Code of Virginia, the Virginia Department of Transportation will consider the abandonment of Route 357, which previously served the old Southside Virginia Training Center, a distance of 0.95 miles. The Southside Virginia Training Center has been closed and demolished, therefore no public necessity exists for the continuance of the section of primary road as a public road.

Anyone wishing a public hearing be held by the Virginia Department of Transportation prior to its consideration of this proposed abandonment should contact the VDOT Petersburg Residency office on or before January 10, 2019 to request a public hearing. Persons wishing to review maps and material related to the abandonment prior to submitting a request for a public hearing may do so at the VDOT Petersburg Residency office located at 4608 Boydton Plank Rd. in Dinwiddie County. Please contact Todd Cage at the Petersburg Residency at 434-863-4005 in advance to schedule an appointment to review the material.

Virginia Department of Transportation
Petersburg Residency
4608 Boydton Plank Rd.
Petersburg, VA 23804

DINWIDDIE MONITOR
12-12-18
PAGE 3

VDOT
Virginia Department
of Transportation

**NOTICE OF PROPOSED ROAD
ABANDONMENT INSTITUTIONAL
ROUTE 357: DINWIDDIE COUNTY**

Location: Old Southside Virginia Training Center, Dinwiddie County, Va. Primary Route 357, 0.95 miles

Pursuant to §33.2-902 Code of Virginia, the Virginia Department of Transportation will consider the abandonment of Route 357, which previously served the old Southside Virginia Training Center, a distance of 0.95 miles. The Southside Virginia Training Center has been closed and demolished, therefore no public necessity exists for the continuance of the section of primary road as a public road.

Anyone wishing a public hearing be held by the Virginia Department of Transportation prior to its consideration of this proposed abandonment should contact the VDOT Petersburg Residency office on or before January 10, 2019 to request a public hearing. Persons wishing to review maps and material related to the abandonment prior to submitting a request for a public hearing may do so at the VDOT Petersburg Residency office located at 4608 Boydton Plank Rd. in Dinwiddie County. Please contact Todd Cage at the Petersburg Residency at 434-863-4005 in advance to schedule an appointment to review the material.

Virginia Department of Transportation
Petersburg Residency
4608 Boydton Plank Rd.
Petersburg, VA 23804



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Agenda item # 2

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

Date: March 21, 2019

MOTION

Made By: Seconded By: Action:

**Title: Revenue Sharing Reallocation
County of Dickenson – South of the Mountain Road**

WHEREAS, §33.2-357 of the *Code of Virginia* (1950), as amended (“*Va. Code*”) prescribes that from funds made available by the General Assembly, the Commonwealth Transportation Board (CTB) may make an equivalent matching allocation to any locality for the improvement, construction, reconstruction or maintenance of the highway systems within such locality; and

WHEREAS, the governing body of the County of Dickenson elected to participate in this program in fiscal year 2016 and, with the Virginia Department of Transportation (VDOT), identified specific eligible project work to be financed from the special fund account; and

WHEREAS, the governing body of the County of Dickenson has, by appropriate resolution, requested the South of the Mountain Road (UPC 58273) project to be established as a revenue sharing project; and

WHEREAS, the South of the Mountain Road (UPC 58273) project meets the criteria for eligibility to receive such funds; and

WHEREAS, funds previously allocated to the County of Dickenson for the Asphalt Strengthening (UPC 107240) project remain unexpended after completion of that project, and may be reallocated by the CTB in accordance with the CTB’s Policy and Guidelines; and

WHEREAS, the governing body of the County of Dickenson has, by appropriate resolution, requested that the funds set forth herein be transferred from the Asphalt Strengthening (UPC 107240) project to the South of the Mountain Road (UPC 58273) project for eligible work, as indicated herein; and

WHEREAS, this project work falls within the intent of § 33.2-357 of the *Va. Code*, and complies with the CTB’s Policy and Guidelines for the use of such funds.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board hereby establishes the South of the Mountain Road (UPC 58273) project as a revenue sharing project and approves the transfer of these funds as indicated herein.

**Reallocation of Funds Pursuant to
 § 33.2-357 of the *Code of Virginia***

Fiscal Year of Revenue Sharing Allocation	Locality Match	State Match	Original Project Number (UPC)	New Project Number (UPC)	Scope of Eligible Work for New Project
County of Dickenson					
2016	\$459,641	\$459,640	107240	58273	Widen Road to 3R Standards

####

CTB Decision Brief

Revenue Sharing Reallocation – County of Dickenson South of the Mountain Road

Issue: The County of Dickenson has requested that an existing Six-Year Improvement Program project be approved as a revenue sharing project and that revenue sharing funds be reallocated to that project.

Facts: Section 33.2-357 of the *Code of Virginia* authorizes the Commonwealth Transportation Board (CTB) to make matching allocations to any city, town or county for highway projects. The CTB approves each project and scope of work, and the program funds are distributed and administered in accordance with guidelines established by the CTB.

The revenue sharing program guidelines stipulate that surplus funds may be transferred from a completed revenue sharing project to an existing project in the Six-Year Improvement Program if approved by the CTB. In addition, such transfers require that the recipient project needs the funding in order to proceed to advertisement or award within the next twelve months. The current advertisement date for the recipient project is July 2019, thereby meeting the prescribed guidelines requirement. The transfer request must also include a resolution from the locality establishing the project as a revenue sharing project.

The County of Dickenson requests that the Virginia Department of Transportation (VDOT) reallocate funds from an existing revenue sharing project that was for the Asphalt Strengthening (UPC 107240) project to a project in the Six-Year Improvement Program, South of the Mountain Road (UPC 58273), which currently is not being funded with revenue sharing funds. The South of the Mountain Road (UPC 58273) project is currently underfunded but will be able to meet the advertisement date of July 2019 with these funds. The County of Dickenson, by resolution, has established the South of the Mountain Road (UPC 58273) project as a revenue sharing project and has requested, by resolution, to have revenue sharing funds transferred from the Asphalt Strengthening (UPC 107240) project, which has been completed by the county and has a surplus of funding. This transfer will allow the South of the Mountain Road (UPC 58273) project advertisement to occur. The transfer will not affect the overall allocation of the revenue sharing program. The VDOT Bristol District Office has obtained concurrence for this transfer from Mr. Jerry Stinson II, Bristol District CTB representative.

Recommendations: VDOT recommends that the South of the Mountain Road (UPC 58273) project in the Six-Year Improvement Program be established as a revenue sharing project and the proposed reallocation be approved.

Action Required by CTB: A resolution is presented for CTB approval to establish the South of the Mountain Road (UPC 58273) project as a revenue sharing project and document CTB approval of the reallocation.

Result, if Approved: Revenue Sharing Program funding will be reallocated in accordance with the Board of Supervisor's request to the CTB. VDOT will be able to advertise the South of the Mountain Road project on schedule.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: N/A

The Board of Supervisors of Dickenson County Virginia, in regular meeting on the 29 day of January, 2019, adopted the following:

RESOLUTION REQUESTING THE FOLLOWING PROJECT BE INCLUDED IN THE DICKENSON COUNTY SECONDARY SIX YEAR PLAN AND DESIGNATED AS AN ELIGIBLE REVENUE SHARING PROJECT:

UPC 58273; Project: 0611-025-444, M501 – South of the Mountain Road – Fr.: 1.9 Mi. E. Int. Rte. 742, To: 2.082 Mi. E. Int. Rte. 742; 0.182 mi.

WHEREAS, the Dickenson County Board of Supervisors (Board) wishes to include on its 2019-2020 through 2023-2024 Secondary Six Year Improvement Plan, Project 0611-025-444, M501, UPC 58273, and,

WHEREAS, said project is currently in need of an additional \$919,281 to fully fund the project so it can be advertised on time, and,

WHEREAS, the Board has dedicated monies to another Revenue Sharing project in Dickenson County, Project 9999-025-R94, N501, UPC 107240, which is complete and has surplus Revenue Sharing funds, and

WHEREAS, the Board wishes to utilize \$919,281 of the surplus Revenue Sharing funds from Project 9999-025-R94, N501, UPC 107240 indicated above to fully fund and be able to advertise on time Project 0611-025-444, M501 UPC 58273,

NOW, THEREFORE BE IT RESOLVED, by the Board that Project 0611-025-444, M501, UPC 58273 be included on the Dickenson County 2019-2020 through 2023-2024 Secondary Six Year Improvement Plan; and

BE IT FURTHER RESOLVED, by the Board that Project 0611-025-444, M501, UPC 58273 be considered and designated as a Revenue Sharing Project; and that surplus Revenue Sharing funds of \$919,281 (\$459,640 state/\$459,641 local) be re-allocated from Revenue Sharing project 9999-025-R94, N501, UPC 107240 to Project 0611-025-444, M501, UPC 58273 in order to fully fund it so it can be advertised on time; and that these actions be placed on the agenda of the next meeting of the

Commonwealth Transportation Board for their approval of this Resolution adopted by the Dickenson County Board of Supervisors, and,

BE IT FURTHER RESOLVED, that the Board hereby commits to fund its local share of the 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), and,

BE IT FURTHER RESOLVED, that the County Administrator is authorized to execute all agreements and/or addendums for any approved projects within the Virginia Department of Transportation, and,

BE IT FURTHER RESOLVED, that, a certified copy of this Resolution be forwarded to the Residency Administrator for the Virginia Department of Transportation.

Recorded Vote

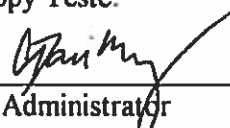
Moved by: DAVID YATES

Seconded by: RON PETERS

Yeas: 4

Nays: 0

A Copy Teste:



County Administrator



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

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Agenda item # 3

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

Made By: Seconded By: Action:

**Title: Limited Access Control Changes (LACCs) Interstate 95 and Route 10
Interchange Improvements: Chesterfield 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, State Highway Project 0095-020-776, P101, R-201, C-501 (UPC 109322) provides for improvements to the I-95 and Route 10 Interchange (Exit 61) to address safety and congestion issues (the “Project”). The improvements consist of widening westbound Route 10 to I-95 northbound on-ramp from one lane to two lanes, conversion of the I-95 northbound to eastbound Route 10 off-ramp from stop control to free-flow, widening of Route 10 eastbound from two lanes to four lanes between the ramp terminal and the intersection with Old Stage Road, and the construction of an acceleration lane on I-95 northbound from the westbound Route 10 on-ramp; and

WHEREAS, the Project requires one re-alignment of the limited access line and several minor outward shifts of the limited access line along Ramp G and I-95 northbound between Route 10 (Exit 61) and Osborne Road as shown on the Limited Access Line

Exhibits and noted on the Limited Access Control Point Stations and Offsets Table (attached); and

WHEREAS, Chesterfield County posted a Willingness to Hold a Public Hearing on July 30, 2018 and August 24, 2018 in the Richmond Times-Dispatch for the Project, including the current and proposed locations of the limited access control lines, and allowed public input to be collected concerning the request. The Willingness expired on August 30, 2018 with no requests for a Public Hearing or other input from the public; 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 Richmond District Office has reviewed and approved the traffic analysis report completed March 16, 2017 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 FHWA on January 10, 2018; and

WHEREAS, the Project is in an attainment area for all of the National Ambient Air Quality Standards (NAAQS), and the Project will not have an adverse impact on air quality; and

WHEREAS, the proposed Project is in Chesterfield County and the Board of Supervisors voted in support of the Project at their July 27, 2016 meeting; and

WHEREAS, the FHWA has provided approval for State Highway Project 0095-020-776, P101, R-201, C-501 (UPC 109322) and the proposed LACCs in a letter dated February 26, 2019; and

Resolution of the Board
Proposed Limited Access Control Changes (LACCs)
Interstate 95 and Route 10 Interchange Improvements
Chesterfield County
March 21, 2019
Page 3 of 3

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

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

WHEREAS, VDOT recommends approval of the LACCs as shown on the attached exhibits; and

NOW, THEREFORE, BE IT RESOLVED, in accordance with §33.2-401 of the *Code of Virginia* and Title 24, Agency 30, Chapter 401 of the *Virginia Administrative Code*, that the CTB hereby finds and concurs in the determinations and recommendations of VDOT made herein, and directs that the Route 95 and Route 10 Interchange continue to be designated as a limited access control area, with the boundaries of limited access control being modified from the current locations as shown on the attached exhibits.

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.

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CTB Decision Brief
Proposed Limited Access Control Changes (LACCs)
Interstate 95 and Route 10 Interchange Improvements
Project 0095-020-776, P101, R201, C501
UPC 109322
Chesterfield County

Issues: The area designated as limited access previously approved for the Interstate 95 and Route 10 Interchange needs to be modified to accommodate re-alignment of Ramp G and I-95 northbound between Route 10 (Exit 61) and Osborne Rd. These changes require the approval of the Commonwealth Transportation Board (“CTB”).

Facts:

- Limited Access Control for I-95 was previously established on October 4, 1956 by 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.”
- State Highway Project 0095-020-776, P101, R-201, C-501 (UPC 109322) provides for improvements to the I-95 and Route 10 Interchange (Exit 61) to address safety and congestion issues. (the “Project”). The improvements consist of widening westbound Route 10 to I-95 northbound on-ramp from one lane to two lanes, conversion of the I-95 northbound to eastbound Route 10 off-ramp from stop control to free-flow, widening of Route 10 eastbound from two lanes to four lanes between the ramp terminal and the intersection with Old Stage Road, and the construction of an acceleration lane on I-95 northbound from the westbound Route 10 on-ramp.
- The Project requires one re-alignment of the limited access line and several minor outward shifts of the limited access line along Ramp G and I-95 northbound between Route 10 (Exit 61) and Osborne Road as shown on the Limited Access Line Exhibits and noted on the Limited Access Control Point Stations and Offsets Table (attached).
- Chesterfield County posted a Willingness to Hold a Public Hearing on July 30, 2018 and August 24, 2018 in the Richmond Times-Dispatch for the Project, including the current and proposed locations of the limited access lines, and allowed public input to be collected concerning the request. The Willingness expired on August 30, 2018 with no requests for a Public Hearing or other input from the public.
- 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 Richmond District Office has reviewed and approved the traffic analysis report on May 16, 2017 and found that it adequately addresses the impacts from the Project and the proposed LACCs.

- 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 on January 10, 2018.
- The Project is in an attainment area for all of the National Ambient Air Quality Standards (NAAQS), and the Project will not have an adverse impact on air quality.
- The proposed Project is in Chesterfield County and the Board of Supervisors voted in support of the Project at their July 27, 2016 meeting.
- The FHWA has provided approval for State Highway Project 0095-020-776, P101, R201, C501 (UPC 109322) and the proposed LACCs in a letter dated February 26, 2019.
- The Chief Engineer has determined that the proposed change will not adversely affect the safety or operation of the highways.
- The proposed LACC's are 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, pursuant to §33.2-401 of the *Code of Virginia* and Title 24, Agency 30, Chapter 401 of the *Virginia Administrative Code*, that the I-95 corridor in Chesterfield County continue to be designated as a Limited Access Highway with the limited access control being modified and/or established as shown on the attached exhibits. This action will modify the limited access line and right of way previously approved by the CTB's predecessor, the State Highway Commission, on October 4, 1956.

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

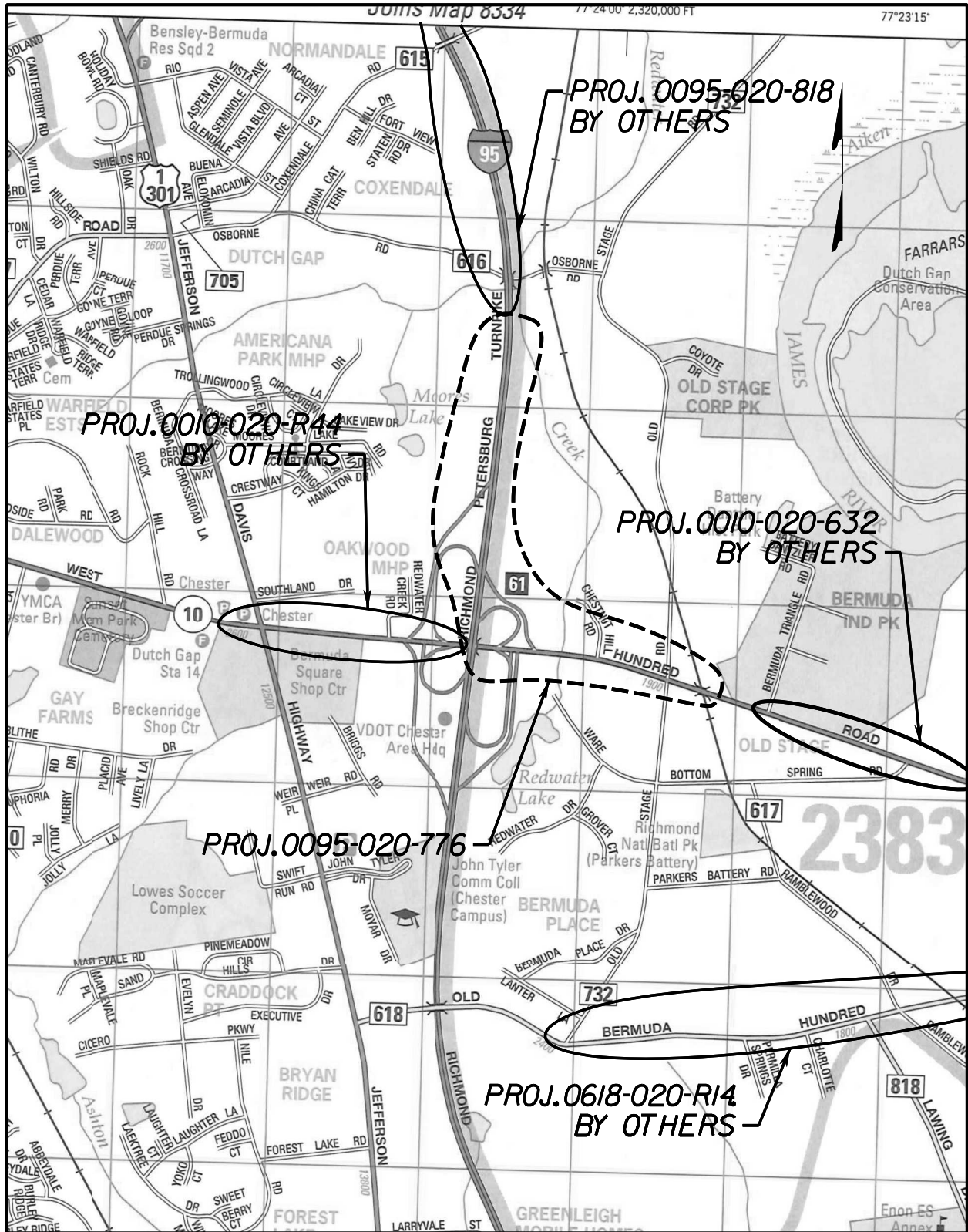
Result, if Approved: The Commissioner of Highways will be authorized to execute any and all documents needed to comply with the resolution, and the I-95 Project will move forward.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: There were no requests for a public hearing as a result of the posting of a Willingness to Hold a Public Hearing nor were any comments received from the public.

LOCATION MAP

COUNTY OF CHESTERFIELD

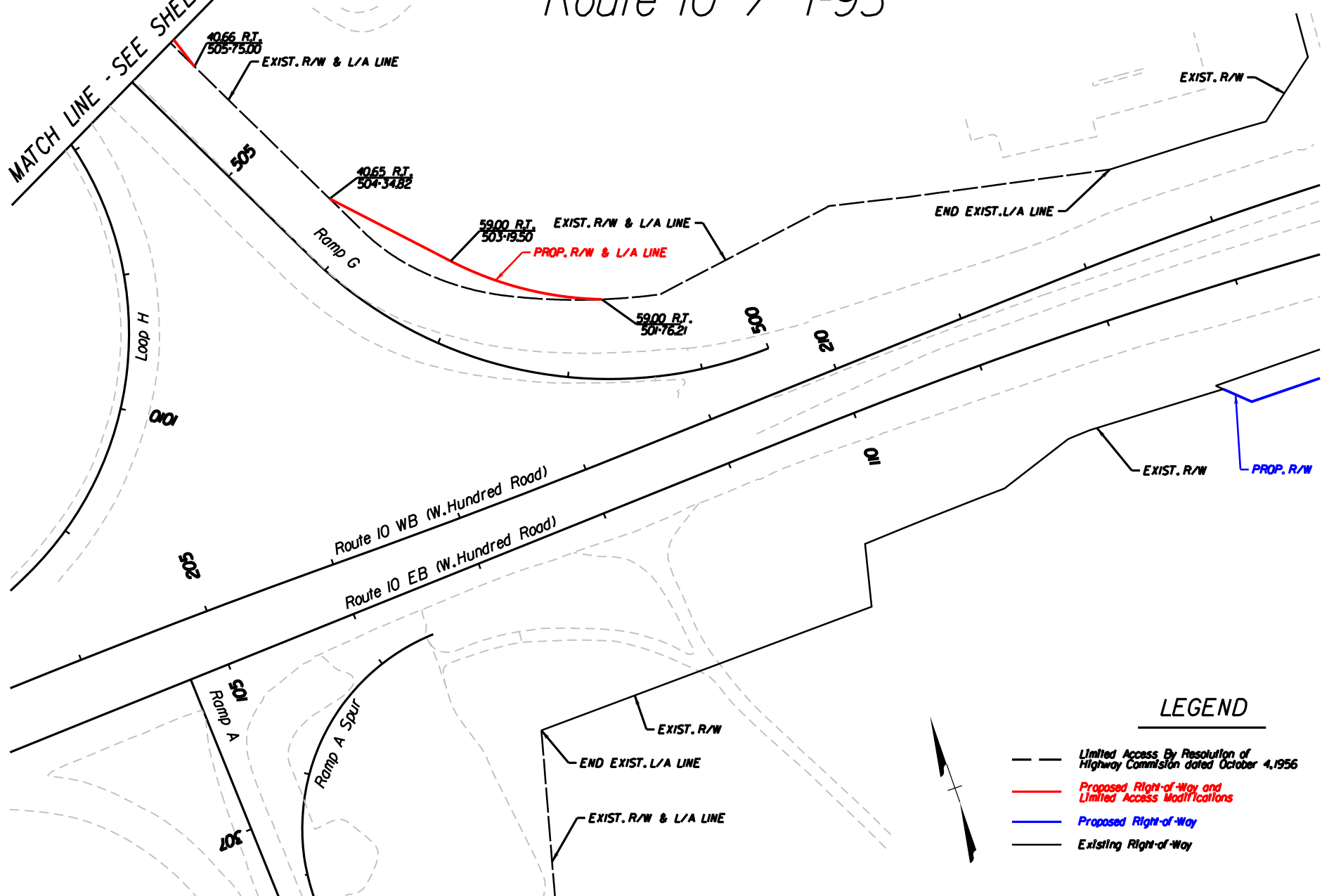


Copyright ADC The Map People
Permitted Use Number 20912196



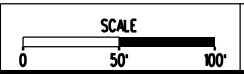
Proposed Limited Access Control Changes Route 10 / I-95

MATCH LINE - SEE SHEET 2



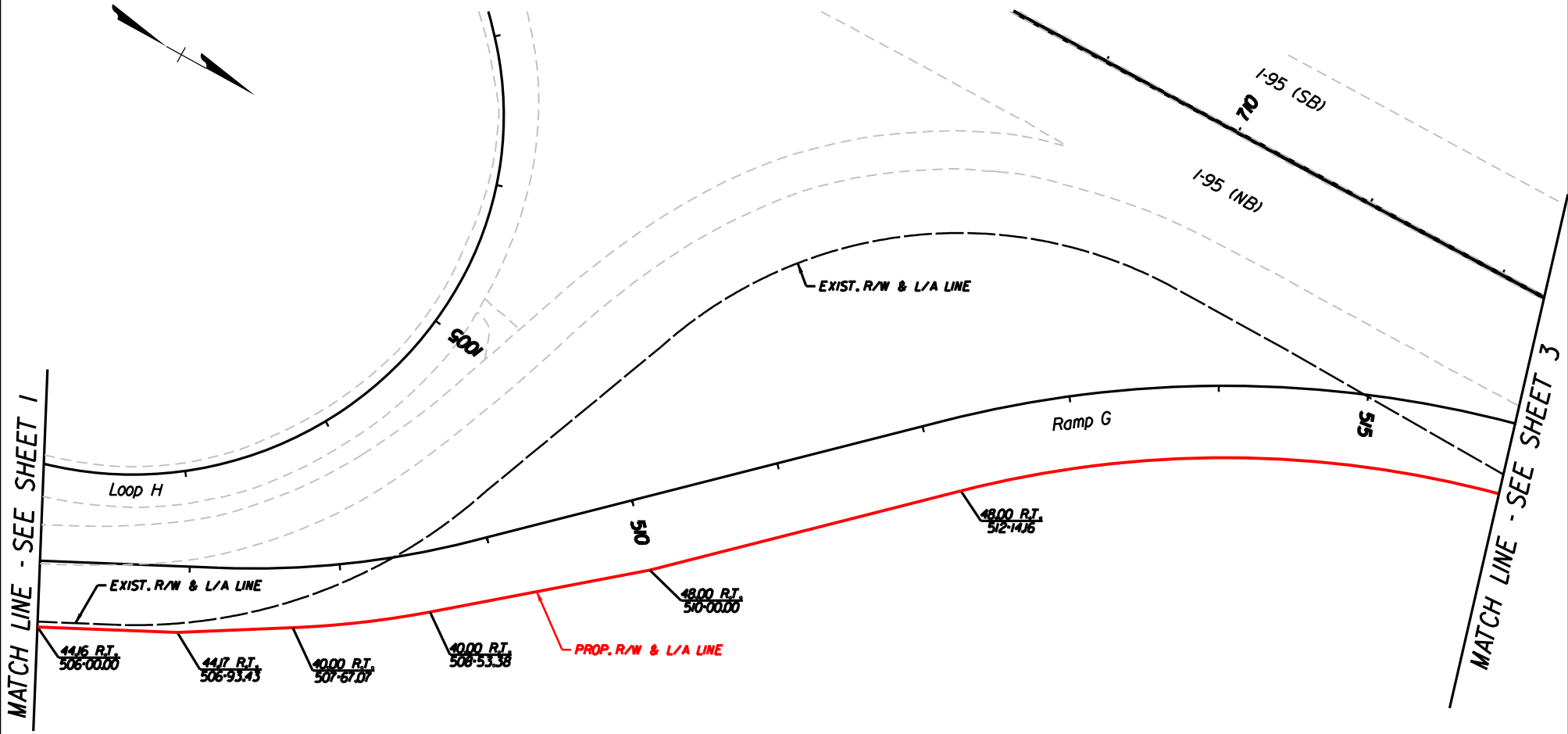
LEGEND

- Limited Access By Resolution of Highway Commission dated October 4, 1956
- Proposed Right-of-Way and Limited Access Modifications
- Proposed Right-of-Way
- Existing Right-of-Way



SHEET NO.
1

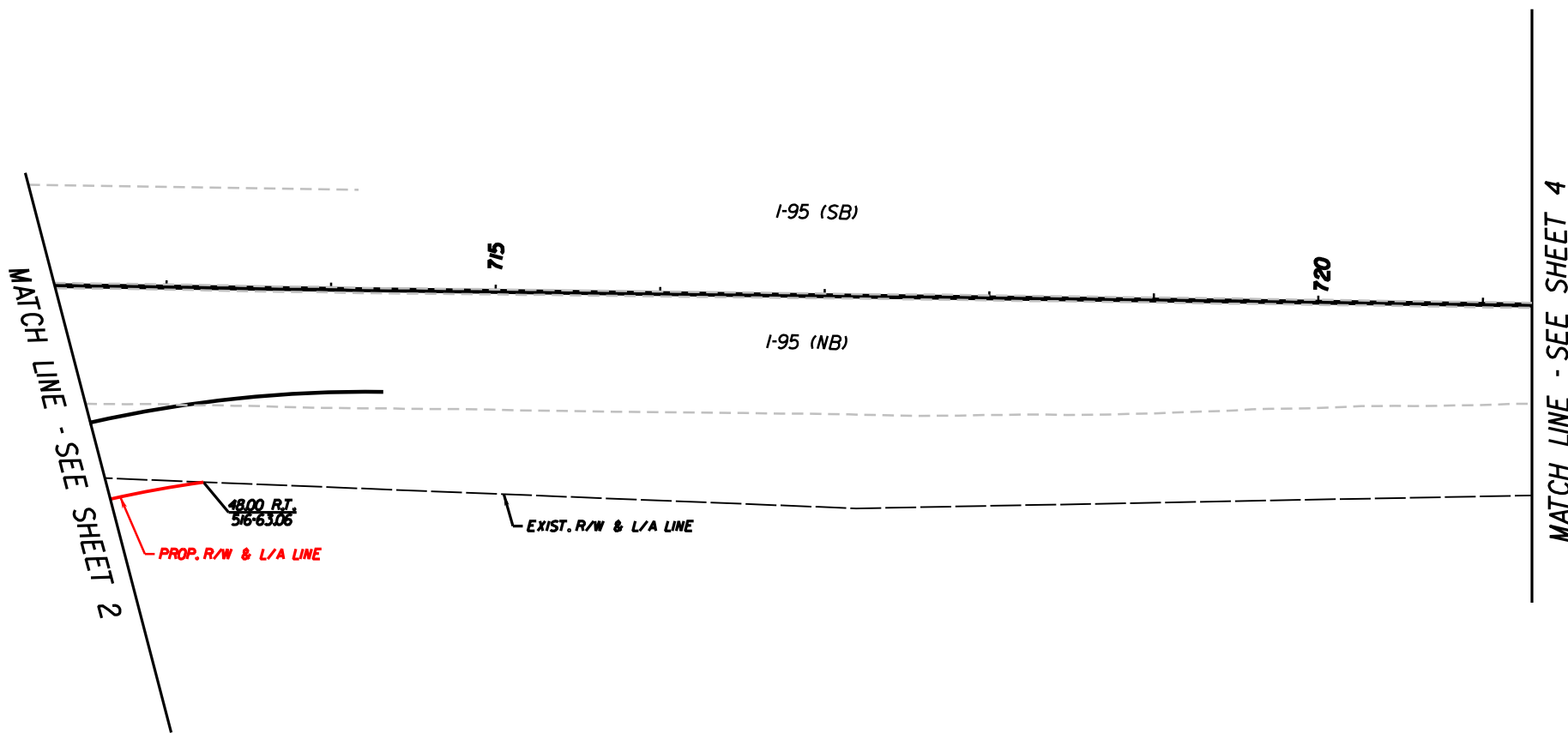
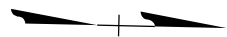
Proposed Limited Access Control Changes Route 10 / I-95



LEGEND

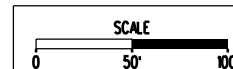
-  Limited Access By Resolution of Highway Commission dated October 4, 1956
-  Proposed Right-of-Way and Limited Access Modifications
-  Proposed Right-of-Way
-  Existing Right-of-Way

Proposed Limited Access Control Changes Route 10 / I-95



LEGEND

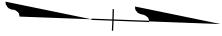
- Limited Access By Resolution of Highway Commission dated October 4, 1956
- Proposed Right-of-Way and Limited Access Modifications
- Proposed Right-of-Way
- Existing Right-of-Way



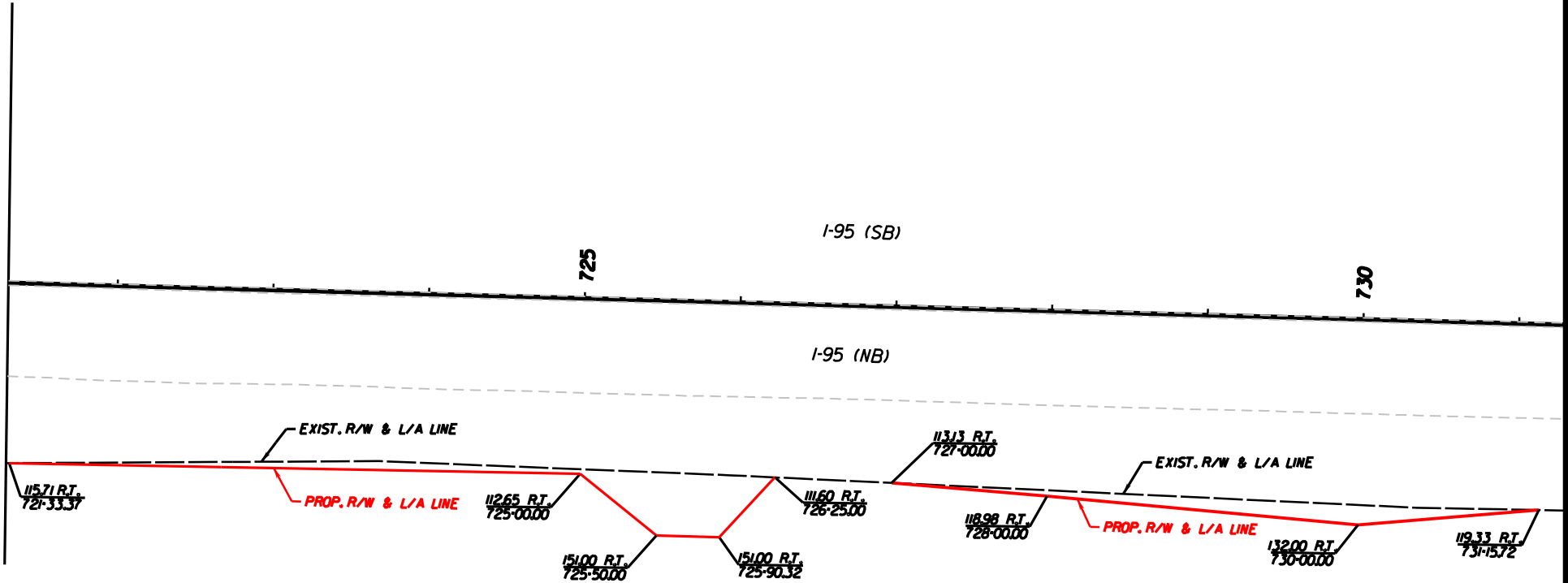
SHEET NO.

3

Proposed Limited Access Control Changes Route 10 / I-95



MATCH LINE - SEE SHEET 3



LEGEND

- Limited Access By Resolution of Highway Commission dated October 4, 1956
- Proposed Right-of-Way and Limited Access Modifications
- Proposed Right-of-Way
- Existing Right-of-Way

SCALE	SHEET NO.
	4

From page 16-539 to 16-540 of the Board of Supervisors of Chesterfield County Minutes from July 27, 2016.

8.B.7. APPROPRIATION OF FUNDS AND AUTHORIZATION TO PROCEED WITH THE ROUTE 288/Commonwealth Center Parkway and Bailey Bridge Connector Interchange Modification Report and I-95/Route 10 Interchange Improvements Projects

....And, further, the Board approved the following actions: for the I-95/Route 10 Interchange Improvement (UPC# 109322; JL11820 C1): appropriated \$9,500,000 in anticipated VDOT reimbursements; authorized the County Administrator to enter into the customary VDOT/County agreements/contracts, permits/mitigation agreements and surety agreements, acceptable to the County Attorney; authorized the County Administrator to proceed with the design and right-of-way acquisition, including advertisement of an eminent domain public hearing if necessary and to accept the conveyance of right-of-way and easements that are acquired; authorized the Chairman of the Board of Supervisors and County Administrator to execute easement agreements for relocation of utilities; and authorized the Director of Purchasing to proceed with the advertisement of a construction contract for the project.

Ayes: Elswick, Jaeckle, Winslow and Holland.

Nays: None.

Absent: Haley.



Chesterfield County, Virginia
Transportation Department

9800 Government Center Parkway – P.O. Box 40 – Chesterfield, VA 23832
Phone: (804) 748-1037 – Fax: (804) 748-8516 – Internet: chesterfield.gov

Jesse W. Smith
Director

January 29, 2019

Mr. Mark Riblett
Virginia Department of Transportation
2430 Pine Forest Drive
Colonial Heights, Virginia 23834

RE: I-95 at Route 10 Interchange Improvements, Project #0095-020-776, UPC 1093222

Dear Mr. Riblett:

I am writing to confirm that Chesterfield County supports the I-95 at Route 10 Interchange Improvements – Phase 1 project (VDOT Project number 0095-020-776 or UPC 109322). Chesterfield County supports the design as presented to the public during the posting of a Willingness to Hold a Public Hearing in August 2018. Further, Chesterfield County understands that the design of the improvements will require an adjustment to the limited access right-of-way line along Interstate 95 northbound between Route 10 and Route 288.

Please let me know if you need any further information from us to present this project for approval to the Commonwealth Transportation Board. Chesterfield County looks forward to the successful completion of this project.

Sincerely,

Jesse W. Smith
Director



Rogerson, George <george.rogerson@vdot.virginia.gov>

RE: LACC FOR I-95 AND ROUTE 10 INTERCHANGE IMPROVEMENTS (UPC 109322)

1 message

Lori Snider <Lori.Snider@vdot.virginia.gov>

Tue, Feb 19, 2019 at 4:02 PM

To: Neil Hord <neil.hord@vdot.virginia.gov>, George Rogerson <george.rogerson@vdot.virginia.gov>

Cc: Jo Maxwell <joanne.maxwell@vdot.virginia.gov>, Michael Garrett <michael.garrett@vdot.virginia.gov>, Steven Owens <steven.owens@vdot.virginia.gov>, Richard Worssam <richard.worssam@vdot.virginia.gov>, Joseph Koscinski <joseph.koscinski@vdot.virginia.gov>, Michael Gray <mike.gray@vdot.virginia.gov>

I approve the proposed LACC from a right of way perspective.

Thank you,

Lori

From: Hord, Neil <neil.hord@vdot.virginia.gov>

Sent: Tuesday, February 19, 2019 3:58 PM

To: Rogerson, George <george.rogerson@vdot.virginia.gov>

Cc: Jo Maxwell <joanne.maxwell@vdot.virginia.gov>; Michael Garrett <michael.garrett@vdot.virginia.gov>; Steven Owens <steven.owens@vdot.virginia.gov>; Richard Worssam <richard.worssam@vdot.virginia.gov>; Joseph Koscinski <joseph.koscinski@vdot.virginia.gov>; Lori Snider <lori.snider@vdot.virginia.gov>; Michael Gray <mike.gray@vdot.virginia.gov>

Subject: Re: LACC FOR I-95 AND ROUTE 10 INTERCHANGE IMPROVEMENTS (UPC 109322)

Lori,

I have reviewed the proposed project related changes to the existing limited access lines and recommend your approval from a right of way perspective. Please respond all with your reply, if you concur.

Neil

On Fri, Feb 8, 2019 at 8:25 AM Rogerson, George <george.rogerson@vdot.virginia.gov> wrote:

Mike,

I have attached the LACC files for the above-mentioned project for GALA review and comments for the March CTB Meeting.

Resolution

Decision Brief

Past Resolution

LA Exhibits

LA Stations and Offset Table

Letter of Local Support from Chesterfield County

Thank you for your review and comments.

George

--

Neil M. Hord

Program Manager Property Management

Right of Way & Utilities Division

1401 E. Broad Street, 5th Floor

Richmond, Virginia 23219

Phone: (804) 786-4079

Fax: (804) 786-1706

<http://pmi.vdot.virginia.gov/>



COMMONWEALTH of VIRGINIA

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

Stephen Brich
Commissioner

February 7, 2019

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
I-95 Interchange Improvements at Route 10
Project: 0095-020-776, P101, R201, C501
Federal Project Number NHFP-095-1(359)
Chesterfield County
Request for Modified Limited Access Line

Dear Ms. Yung,

As you are aware, The Virginia Department of Transportation (VDOT) is developing plans for the improvement of the Interstate I-95 (I-95) Interchange at State Route 10 in Chesterfield County. This project consists or realigning the NB off ramp to Route 10, adding lanes on Route 10, widening the NB on ramp from westbound Route 10 to northbound I-95 and extending the acceleration lane on northbound 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 Federal Highway Administration (FHWA) provided the engineering and operational acceptability of the Interchange Modification Report for this project on July 13, 2017. The FHWA provided approval of the Categorical Exclusion NEPA Environmental Document on June 28, 2018. The VDOT Richmond District Project Development Engineer approved the preliminary design of this Tier 1 project on January 28, 2019.

As a result of the design of the on ramp and acceleration lane, the Limited Access Line along the

ramp and I-95 needs to be modified to encompass the required improved alignment.

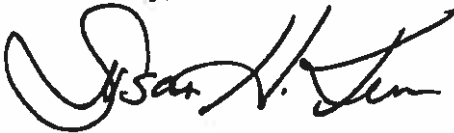
Therefore, VDOT is requesting your concurrence in modifications to the existing Limited Access Line along I-95 as shown on the attached plan sheets and the control point table.

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 letter of support from Chesterfield 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 March 20, 2019.

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: Janet Williams Date 2-26-19

Enclosure
1 Copy Plan Sheets
Control Point Table
Letters of Support

Moved by Mr. Flythe, seconded by Senator Nelson, that, Whereas, under authority of Section 33-115.2 of the 1950 Code of Virginia, as amended, request is made by City of Warwick for payment at the base rate of \$500 per Mile annually on additional streets meeting the required standards; Now, Therefore, be it resolved, that quarterly payments at the base rate of \$500 Per Mile annually be made to the City of Warwick on additional streets totaling 11.20 miles, effective beginning the second quarter, October 1, 1956. Motion carried.

Moved by Mr. Flythe, seconded by Senator Nelson, that, Whereas, under authority of Section 33-115.2 of the 1950 Code of Virginia, as amended, request is made by City of Waynesboro for payment at the base rate of \$500 per Mile annually on additional streets meeting the required standards; Now, Therefore, be it resolved, that quarterly payments at the base rate of \$500 Per Mile annually be made to the City of Waynesboro on additional streets totaling 10.512 miles, effective beginning the second quarter, October 1, 1956. Motion carried.

Moved by Mr. Flythe, seconded by Senator Nelson, that, Whereas, under authority of Section 33-115.2 of the 1950 Code of Virginia, as amended, request is made by the Town of Wytheville for payment at the base rate of \$500 Per Mile annually on additional streets meeting the required standards; Now, Therefore, be it resolved, that quarterly payments at the base rate of \$500 Per Mile annually be made to the Town of Wytheville on additional streets totaling 0.984 Mile, effective beginning the second quarter, October 1, 1956. Motion carried.

Moved by Mr. Flythe, seconded by Senator Nelson, that, it so be declared that, Whereas, by action of the Congress of the United States, whereby all routes on the National System of Interstate and Defense Highways are to be constructed to interstate standards and whereas, one of the requirements of interstate standards is the control of access to these routes; Therefore, be it resolved that all routes on the National System of Interstate and Defense Highways within the confines of the Commonwealth of Virginia, upon determining the final location of said routes, including all necessary grade separations, interchanges, ramps, etc., are here and now designated Limited Access Highways, pursuant to Article 8, Chapter 1, Title 33, of the Code of Virginia of 1950, as amended. Motion carried.

On motion made by Senator Nelson, seconded by Mr. Barrow, the Chairman was instructed to report to the Bureau of Public Roads, at a meeting called for October 9, that the Virginia Department of Highways will undertake one-third of the cost of operation and maintenance of the proposed bridge over the Potomac River at Jones Point, with the thought that the other two-thirds shall be borne by the State of Maryland and the District of Columbia. This could be handled by written agreement looking to appropriate Federal legislation.



COMMONWEALTH of VIRGINIA

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

Stephen Brich
Commissioner

March 1, 2019

The Honorable Shannon Valentine
The Honorable Stephen C. Brich, P.E.
The Honorable Jennifer Mitchell
The Honorable Jerry L. Stinson II
The Honorable Mary Hughes Hynes
The Honorable Alison DeTuncq
The Honorable Bert Dodson, Jr.
The Honorable W. Sheppard Miller III
The Honorable Carlos M. Brown
The Honorable Stephen A. Johnsen
The Honorable F. Dixon Whitworth, Jr.
The Honorable E. Scott Kasprowicz
The Honorable Raymond D. Smott, Jr.
The Honorable Marty Williams
The Honorable John Malbon
The Honorable Greg Yates


Subject: Approval of Limited Access Control Changes (LACCs) for Interstate 95 and Route 10 Interchange Improvements in Chesterfield County.

Dear Commonwealth Transportation Board Members:

The Department has initiated the above request for a limited access control changes (LACCs) for your consideration. The proposed LACCs on State Highway Project 0095-020-776, P101, R201, C501 have been determined as a necessary design feature and recommended for approval by the Department's staff.

I have reviewed the staff's recommendations and determined that approving these LACC 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

<u>Sheet Reference</u>	<u>Line ID</u>	<u>Baseline Reference</u>	<u>Station</u>	<u>Offset</u>	<u>LT RT</u>
1	Prop. R/W and L/A Line	Ramp G	501+76.21	59.00	RT
	Prop. R/W and L/A Line	Ramp G	503+19.50	59.00	RT
	Prop. R/W and L/A Line	Ramp G	504+34.82	40.65	RT
	Prop. R/W and L/A Line	Ramp G	505+75.00	40.66	RT
2	Prop. R/W and L/A Line	Ramp G	506+00.00	44.16	RT
	Prop. R/W and L/A Line	Ramp G	506+93.43	44.17	RT
	Prop. R/W and L/A Line	Ramp G	507+67.07	40.00	RT
	Prop. R/W and L/A Line	Ramp G	508+53.38	40.00	RT
	Prop. R/W and L/A Line	Ramp G	510+00.00	48.00	RT
	Prop. R/W and L/A Line	Ramp G	512+14.16	48.00	RT
3	Prop. R/W and L/A Line	Ramp G	516+63.06	48.00	RT
4	Prop. R/W and L/A Line	I-95	721+33.37	115.71	RT
	Prop. R/W and L/A Line	I-95	725+00.00	112.65	RT
	Prop. R/W and L/A Line	I-95	725+50.00	151.00	RT
	Prop. R/W and L/A Line	I-95	725+90.32	151.00	RT
	Prop. R/W and L/A Line	I-95	726+25.00	111.60	RT
	Prop. R/W and L/A Line	I-95	727+00.00	113.13	RT
	Prop. R/W and L/A Line	I-95	728+00.00	118.98	RT
	Prop. R/W and L/A Line	I-95	730+00.00	132.00	RT
	Prop. R/W and L/A Line	I-95	731+15.72	119.33	RT



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 4

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2019-2024

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 2019-2024 Program on June 20, 2018; and

WHEREAS, the Board is required by §§ 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, § 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 §§ 33.2-358 and 58.1-638 of the *Code of Virginia*, by adopting a Program; and

WHEREAS, § 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

Resolution of the Board
Addition of Projects to the SYIP
March 21, 2019
Page 2 of 2

WHEREAS, the projects shown in Appendix A were not included in the FY 2019-2024 Program adopted by the Board on June 20, 2018; 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 2019 through 2024 and are approved.

#####

CTB Decision Brief

Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2019 - 2024

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 § 33.2-214(B) of the *Code of Virginia*. On June 20, 2018, after due consideration, the CTB adopted a Final FY 2019-2024 Program. The projects shown in Appendix A were not in the Final FY 2019-2024 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 2019–2024.

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 2019–2024 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 2019-2024.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

**Appendix A
Amendments to the FY2019-2024 SYIP**

UPC	District	Jurisdiction	Route	Project Description	Total Cost	Total Allocation	Balance	Major Fund Source	Fully Funded
114828	Northern Virginia	Loudoun County	50	ROUTE 50 CORRIDOR IMPROVEMENTS - LOUDOUN & FAIRFAX	\$5,730,992	\$5,730,992	\$0	HIP, Local	Yes
114827	Northern Virginia	Loudoun County	50	ROUTE 50 CORRIDOR IMPROVEMENTS	\$5,000,000	\$3,707,500	\$1,292,500	HIP, Local	No
114660	Staunton	Rockingham County	331	Reconstruct Rte. 331 to 18' Paved	\$400,000	\$400,000	\$0	Local	Yes
					\$11,130,992	\$9,838,492	\$1,292,500		



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 5

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

Made By: Seconded By:

Action:

Title: FY19-24 Six-Year Improvement Program Transfers
for January 19, 2019 through February 19, 2019

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, 2018, a resolution was approved to allocate funds for the Fiscal Years 2019 through 2024 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 2019 through 2024 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 2019 through 2024 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

FY19-24 Six-Year Improvement Program Transfers for January 19, 2019 through February 19, 2019

March 21, 2019

Page 2 of 2

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

FY2019-2024 Six-Year Improvement Program Transfers for January 19, 2019 through February 19, 2019

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, 2018, 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 2019 through 2024 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 2019 through 2024 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 January 19, 2019 through February 19, 2019 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 2019 – 2024 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.

Decision Brief

FY19-24 Six-Year Improvement Program Transfers for January 19, 2019 through February 19, 2019

March 21, 2019

Page 2 of 2

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

Six-Year Improvement Program Allocation Transfer Threshold Report

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	comments
1	Culpeper, Statewide	INT IMP. / UPGRADE SIGNAL AND LTLS @ INT. RTES.3 AND 20, Statewide Closeout Account - Special Programs, HSIP PROGRAM OVERSIGHT BUDGET NEEDS, STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	106961, T11555, T22149, 70700	Culpeper	US ROUTE 15/29 IMPROVEMENTS AT VINT HILL	114713	HSIP - Highways (CNF052), HSIP - State Match (CNS251), Open Container Funds - Statewide (CNF221), Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	3,608,609	4,619,789	4,619,789	78.1%	Transfer of surplus funds recommended by District and Traffic Engineering Division from an underway project and Safety Balance Entry line items to fund a scheduled project.
2	Statewide	PRESCOPING BALANCE ENTRY - STATEWIDE	109885	Hampton Roads	I-64 Access Evaluation	114752, 114812	Accounts Receivable - Interstate (NR): Prescoping Funds (PRS120)	450,000	450,000	450,000	100.0%	Transfer of surplus funds from the District Prescoping Balance Entry line item to fund a scheduled project.
3	Lynchburg	RTE 58 EB - SHOULDER WIDENING / RUMBLE STRIPS / GR UPGRADES	111093	Lynchburg	BUS 29 - CONSTRUCT SIDEWALK (MADISON HEIGHTS)	109586	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	418,343	1,657,743	1,657,743	25.2%	Transfer of surplus funds recommended by District and Traffic Engineering Division from an underway project to a scheduled project.
4	Northern Virginia	NORTHERN VIRGINIA (NOVA) CMAQ BALANCE ENTRY, SIGNAL SOFTWARE OPTIMIZATION	70716, 112301	Northern Virginia	MANASSAS SIGNAL SOFTWARE AND EQUIPMENT	109642	CMAQ : Northern Virginia (CF5M10), CMAQ Match : Northern Virginia (CS5M11), Northern Virginia (CNF214)	375,549	808,549	825,903	46.4%	Transfer of surplus funds recommended by District and MPO from the CMAQ Balance Entry line item and an underway project to fund an underway project.
5	Northern Virginia	NORTHERN VIRGINIA (NOVA) REGIONAL STP (RSTP) BALANCE ENTRY	70717	Northern Virginia	ROUTE 50 CORRIDOR IMPROVEMENTS - LOUDOUN & FAIRFAX	114828	Highway Infrastructure: NoVA HIP >200 Federal (CFM190); Highway Infrastructure: NoVA HIP >200 Softmatch (CFM191); Accounts Receivable: Primary (NPL422)	5,730,992	5,730,992	5,730,992	100.0%	Transfer of surplus funds recommended by District from the District RSTP Balance Entry line item to fund a scheduled project.
6	Northern Virginia	NORTHERN VIRGINIA (NOVA) REGIONAL STP (RSTP) BALANCE ENTRY	70717	Northern Virginia	ROUTE 50 CORRIDOR IMPROVEMENTS	114827	Highway Infrastructure: NoVA HIP >200 Federal (CFM190); Highway Infrastructure: NoVA HIP >200 Softmatch (CFM191); Accounts Receivable: Primary (NPL422)	3,707,500	3,707,500	5,000,000	74.2%	Transfer of surplus funds recommended by District from the District RSTP Balance Entry line item to fund a scheduled project.
7	Salem	ROUTE 58 - INSTALL ICB	107068	Salem	Replace Curve Warring Signs with Flashing Signs	107070	Safety (statewide) (CF3100), Safety Match (statewide) (CS3101)	16,786	63,920	63,920	26.3%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund a completed project.
8	Salem	ROUTE 58 - INSTALL ICB	107068	Salem	ROUTE 221 - INSTALL ICB AND CURVE FLASHER	108480	Safety (statewide) (CF3100), Safety Match (statewide) (CS3101)	16,754	68,997	68,997	24.3%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund a completed project.

Six-Year Improvement Program Allocation Transfer Threshold Report

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	comments
A	Bristol	BRISTOL DISTRICT BRIDGE BALANCE ENTRY	T16982	Bristol	606-010-6016_Bridge Superstructure Replacment_Fed Id 03062	81548	CTB Formula - Bridge State (CS0110)	12,280	736,870	736,870	1.7%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District Bridge Balance Entry line item to fund scheduled project.
B	Bristol	BRISTOL STP SAFETY/HES BALANCE ENTRY	T16921	Bristol	I-77 Wythe Co. Median Barrier	109512	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	123,684	1,158,735	1,158,138	10.7%	Transfer of surplus funds recommended by District and Traffic Engineering Division from Safety Balance Entry to scheduled project.
C	Fredericksburg	FREDERICKSBURG DISTRICT REGIONAL STP (RSTP) BALANCE ENTRY	70713	Fredericksburg	#HB2.FY17 - ROUTE 1 at POTOMAC CREEK DR TURN LANE	111753	Fredericksburg HIP &200k Federal (CFMA90), Fredericksburg HIP &200k Soft Match (CFMA91)	234,353	1,976,338	1,976,338	11.9%	Transfer of surplus funds recommended by District from the RSTP Balance Entry line item to fund a scheduled project.
D	Fredericksburg	ROADWAY DEPARTURE COUNTERMEASURES-DISTRICTWIDE	107098	Fredericksburg	DISTRICTWIDE TRENCH WIDENING - VARIOUS LOCATIONS	113367	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	48,893	648,892	648,892	7.5%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund a scheduled project.
E	Hampton Roads	Chesapeake Portsmouth Blvd/Taylor Road FYA	108789	Hampton Roads	I-64 WB Exit 296A Ramp Terminal Realignment	107043	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	139,766	1,319,766	1,132,640	10.6%	Transfer of surplus funds recommended by District and Traffic Engineering Division from an underway project to fund a scheduled project.
F	Northern Virginia	District Closeout Balance Entry - Northern Virginia, ROUTE 50 AND WOODLAWN AVENUE INTERSECTION	T11514, 108502	Northern Virginia	EVERGREEN MILLS RD INT. IMPROVEMENTS AT RELOCATED RTE 771	109272	Discretionary State CN (CNS298), StateMatch Bonus OA-Primary (CNS257), STP Statewide 80/20 (CF2100), STP Statewide Soft Match 80/20 (CF2101)	114,990	2,465,000	2,465,000	4.7%	Transfer of surplus funds recommended by District from the District Closeout Balance Entry line item and an underway project to fund a scheduled project.
G	Richmond, Statewide	RICHMOND STP SAFETY/HES BALANCE ENTRY, STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	T16919, 70700	Richmond	RTE 1 - ADD TRAFFIC SIGNAL AND TURN LANES	104661	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	305,521	8,011,243	7,284,028	3.8%	Transfer of surplus funds recommended by District and Traffic Engineering Division from the District and Statewide Safety Balance Entry line items to fund an underway project.
H	Salem, Statewide	Roanoke MPO Regional STP (RSTP) Balance Entry, SALEM DISTRICT STP SAFETY/HES BALANCE ENTRY, STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	104126, T16918, 70700	Salem	#HB2.FY17 Rte 419 Safety Improvements at Tanglewood	107061	Discretionary Grant State Match (CNS251), Hazard Elimination (CNF227), HSIP - Highways (CNF052), HSIP - State Match (CNS251), Roanoke HIP &200k Federal (CFM490), Roanoke HIP &200k Soft Match (CFM491)	620,192	6,473,624	6,473,624	9.6%	Transfer of surplus funds recommended by District and Traffic Engineering Division from the MPO RSTP, District and Statewide Safety Balance Entry line items to fund a scheduled project.

Six-Year Improvement Program Allocation Transfer Threshold Report

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	comments
I	Salem	ROUTE 58 - INSTALL ICB	107068	Salem	I-81 - INSTALL SIGNS WITH FLASHERS	108418	Safety (statewide) (CF3100), Safety Match (statewide) (CS3101)	4,386	32,666	32,666	13.4%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund a completed project.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

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

Title: Policy for the Implementation of Performance Based State Transit Operating Allocation

WHEREAS, Section 33.2-1526.1 of the *Code of Virginia* provides that the Commonwealth Transportation Board shall allocate thirty-one percent of the Commonwealth Mass Transit Fund to support operating costs of transit providers; and

WHEREAS, Section 33.2-1526.1 of the *Code of Virginia* provides that the Commonwealth Transportation Board shall establish service delivery factors, based on effectiveness and efficiency, to guide the relative distribution of such funding; and

WHEREAS, the Department of Rail and Public Transportation has consulted with the Transit Service Delivery Advisory Committee in the development of this performance based allocation process; and

WHEREAS, the Transit Service Delivery Advisory Committee adopted the following policy objectives to guide their deliberations: promoting fiscal responsibility, incentivizing efficient operations, supporting robust transit service, rewarding higher patronage, promoting mobility, supporting a social safety net, and utilizing data that exists for all agencies; and

WHEREAS, the Commonwealth Transportation Board adopted Strategic Planning Guidelines on October 30, 2018, which are intended to guide urban transit agencies through an evaluation of their services that would ultimately improve system performance over time; and

WHEREAS, the Department of Rail and Public Transportation has solicited input from localities, metropolitan planning organizations, transit authorities, and other stakeholders in the development of the performance based allocation process; and

NOW THEREFORE BE IT RESOLVED, the Commonwealth Transportation Board hereby adopts the following policy for the allocation of operating funding pursuant to subdivision C of 33.2-1526.1 of the *Code of Virginia*:

1. For the purposes of system sizing the following metrics will be applied:

Bus Systems:

Operating Cost (50%)
Ridership (30%)
Revenue Vehicle Hours (10%)
Revenue Vehicle Miles (10%)

2. A separate sizing metric shall be created, for the purpose of allocating funds to commuter rail systems based on the performance of commuter rail systems, relative to all other modes on the basis of:

Passenger Miles Traveled (33%)
Revenue Vehicle Hours (33%)
Revenue Vehicle Miles (33%)

3. For the purpose of performance adjustment the following metrics will be applied to all systems:

Passengers per Revenue Vehicle Hour (20%)
Passengers per Revenue Vehicle Mile (20%)
Operating Cost per Revenue Vehicle Hour (20%)
Operating Cost per Revenue Vehicle Mile (20%)
Operating Cost per Passenger (20%)

4. In order to ensure an even distribution of funding, the share of state operating assistance will be capped at 30% of an agency's operating cost. Unallocated balances remaining after applying the cap will be run through the performance based formula to ensure full allocation of the available operating funding.

5. Agencies that receive an increase in state assistance as a result of the performance based formula are encouraged to invest the increased allocation into sustaining and expanding service options.

BE IT FURTHER RESOLVED, the Board recognizes the potential impacts associated with implementation of this policy and hereby adopts the following policy for the allocation of operating funding for fiscal year 2020 only:

1. For the purposes of system sizing the following metrics will be applied in FY2020:

Bus Systems:

Operating Cost (60%)
Ridership (20%)
Revenue Vehicle Hours (10%)
Revenue Vehicle Miles (10%)

2. Supplemental assistance will be provided for FY2020 to any mass transit provider that receives a reduction in operating assistance as a direct result of the implementation of the performance based allocation methodology. The impact will be determined by comparing FY20 allocations under the prior formula to the FY20 allocations under the new formula. The supplemental assistance shall not exceed \$3 million.

BE IT FURTHER RESOLVED, the Board hereby directs the Director of the Department of Rail and Public Transportation to take all actions necessary to implement and administer this policy and process, including, but not limited to preparation of program guidance and outreach consistent with this resolution.

BE IT FURTHER RESOLVED, the Board hereby directs the Director of the Department of Rail and Public Transportation to analyze the outcomes of this process on an annual basis and to revisit the process at least every three years, in consultation with the Transit Service Delivery Advisory Committee, transit agencies, metropolitan planning organizations, and local governments prior to making recommendations to the Commonwealth Transportation Board.

CTB Decision Brief

Policy for the Implementation of Performance Based State Transit Operating Allocation

Issue:

HB 1539 was passed during the 2018 General Assembly Session. This legislation provided dedicated funding for WMATA Capital, restructured the Mass Transit Trust Fund, and enacted a slate of reforms for the statewide transit program. The Policy for the Implementation of Performance Based State Transit Operating Allocation provides the policy framework for the implementation of a fully performance based allocation process in the FY2020 funding cycle.

Facts:

Section 33.2-1526.1(C)(1) of the *Code of Virginia* provides that the Commonwealth Transportation Board shall distribute transit operating funds on the basis of service delivery factors, based on effectiveness and efficiency measures established by the Board. Such measures and their relative weight shall be evaluated every three years. The eleventh enactment clause of Chapter 856 of the 2019 Acts of Assembly deferred implementation of this legislation until July 1, 2019.

DRPT has worked in consultation with the Transit Service Delivery Advisory Committee (TSDAC) and other stakeholders to develop the necessary policies and process to implement a performance based state transit operating allocation. The TSDAC unanimously approved the proposed policy principles at their meeting on December 4, 2018. The only unresolved issue was the number of transition years provided for in the policy. DRPT has recommended one year, but has included language in the resolution reflecting TSDAC's desire for two transition years.

The CTB was briefed on this effort in April and December of 2018, as well as, January 2019 and the attached policy has been open for public comment for a period of 45 days.

The 2019 Appropriations Act, SB 1680, and HB 2553 provide that any mass transit provider that receives funds from the Commonwealth Mass Transit Fund and that incurs a loss in operating funds as a direct result of the performance-based allocation process shall be eligible for supplemental funding in FY20. This supplemental funding will be allocated in the FY20-25 Six Year Improvement Program.

Prior to the implementation of HB 1539 (2018 General Assembly Session), operating funds were distributed based on a combined formula with approximately two-thirds allocated based on operating costs, with the remaining funds allocated based on a performance based allocation methodology that considered operating costs, ridership, revenue vehicle miles and revenue vehicle hours.

Recommendation: DRPT recommends that the CTB approve the Policy for the Implementation of Performance Based State Transit Operating Allocation.

Action Required by CTB: Approve the Policy for the Implementation of Performance Based State Transit Operating Allocation.

Options: Approve, Deny, or Defer.



Virginia Department of Rail and Public Transportation

Performance-Based Operating Assistance Allocation Guidance

Fiscal Year 2020

July 1, 2019 – June 30, 2020

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INTRODUCTION AND OVERVIEW

Virginia's Department of Rail and Public Transportation (DRPT) allocates operating assistance funding to transit agencies across the Commonwealth through an allocation process based on the Code of Virginia and Commonwealth Transportation Board (CTB) policy. Beginning in Fiscal Year (FY) 2020 the entirety of each transit agency's allocation will be based on a new performance-based methodology.

This document describes the proposed methodology for allocating state operating assistance grants in Fiscal Year 2020 and future years.

DRPT, working with Virginia's Transit Service Delivery Advisory Committee (TSDAC), has developed a proposed methodology for allocating operating assistance funding to comply with a 2018 legislative mandate to base grant amounts on each agency's performance (Section 33.2-1526.1 of the *Code of Virginia*). This recommendation is subject to review and approval by the Commonwealth Transportation Board.

The metrics and their weights were considered during several meetings of the TSDAC and CTB in 2018. The proposed methodology balances the need for reliable annual funding as well as the availability and reliability of performance data to support the six policy goals TSDAC identified:

- Promote Fiscal Responsibility
- Support Robust Transit Service
- Improve Transit Patronage
- Incentivize Efficient Operations
- Promote Mobility
- Support Social Safety Net

OPERATING ASSISTANCE METHODOLOGY

PROPOSED PROCESS

The proposed performance-based operating allocation methodology would allocate operating assistance based on a combination of an agency's sizing and performance factors. Sizing factors represent an agency's relative size to other agencies across the Commonwealth. Performance factors represent an agency's performance trend for a given metric relative to statewide trends for all agencies.

The data required from each agency to compute the operating allocation formula includes:

- **Operating Cost for System Sizing:** Most recent audited operating cost available, net of depreciation, projects funded in other DRPT programs, and non-transit related expenses. New transit service will be based on budgeted operating costs for the year of implementation until audited operating costs are available.
- **Operating Cost for Performance Metric:** Total operating costs less depreciation, ineligible costs, and costs not related to transit.
- **Ridership** – Unlinked Passenger Trips - Number of passengers who board public transportation vehicles, regardless of whether a passenger is transferring from another transit vehicle.

- **Revenue Vehicle Hours (RVH)** - Hours traveled by revenue vehicles (buses, vans, railcars, etc.) while in revenue service. For uni-directional commuter routes greater than 20 miles in length, non-revenue hours associated with deadhead trips will be considered as revenue vehicle hours for the purpose of allocating operating assistance.
- **Revenue Vehicle Miles (RVM)** - Miles traveled by revenue vehicles while in revenue service. For uni-directional commuter routes greater than 20 miles in length, non-revenue miles associated with deadhead trips will be considered as revenue vehicle miles for the purpose of allocating operating assistance.
- **Passenger Miles Traveled (PMT)** - Cumulative sum of the distances traveled by each passenger. This metric is used for calculation of the Commuter Rail Pool, and is estimated for small transit agencies based on reported ridership relative to statewide average distance traveled by commuter rail and commuter bus agency passengers.

COMMUTER RAIL SIZING

Due to the unique cost structure of Commuter Rail compared to other transit services, Commuter Rail receives a unique treatment in the sizing process. Currently, the only Commuter Rail agency in the Commonwealth of Virginia is Virginia Railway Express (VRE). The **size-weight** for the Commuter Rail pool is calculated by taking the percentage of VRE's Passenger Miles Traveled, Revenue Vehicle Hours, and Revenue Vehicle Miles compared to statewide totals. Each factor is weighted at 1/3 (33.33%) and multiplied by the total amount of operating assistance available statewide.

- 33.33% Passenger Miles Traveled
- 33.33% Revenue Vehicle Hours
- 33.33% Revenue Vehicle Miles

Funds not allocated to Commuter Rail based on this sizing metric are allocated to the remainder of transit agencies on the basis of the sizing factors described below.

The commuter rail allocations are then adjusted by the performance metrics to establish the annual allocation by agency.

SIZING

To correlate funding allocations with the relative size of each agency, a **size-weight** factor is calculated with a combination of sizing metrics, at specific percentage weights. The size-weight for each metric is computed in the following manner:

$$\text{Agency Size-Weight} = (\text{Sum of Agency Sizing Metric} / \text{Statewide Totals}) * \text{Weight}$$

The proposed sizing metrics and weights for the sizing formula are:

- 50% Operating Cost
- 30% Ridership
- 10% Revenue Vehicle Hours
- 10% Revenue Vehicle Miles

If the statewide sum of agency size-weights does not equal 100%, then the ratios are normalized such that the statewide sum of size-weights for all agencies totals 100%.

$$\text{Agency Normalized Size-Weight} = \text{Agency Size-Weight} / \text{Sum of Statewide Size-Weights}$$

PERFORMANCE ADJUSTMENTS

Once the **normalized size-weight** for each agency has been determined, the size-weight is adjusted by the five **performance metrics**.

The proposed performance metrics are:

- Passengers per Revenue Vehicle Hour
- Passengers per Revenue Vehicle Mile
- Operating Cost per Revenue Vehicle Hour
- Operating Cost per Revenue Vehicle Mile
- Operating Cost per Passenger

For each performance metric, three years of historical data plus the most recent year of data is used to calculate performance trends for each agency and statewide. Each agency's three-year trend in year-over-year percentage change relative to the statewide trend is calculated. The formula for this trend is:

$$\text{Trend Factors} = 3\text{-Year Average of (Annual Change in each Agency's Performance Metric / Annual Change in Statewide Performance Metric)}$$

For Passengers per Revenue Vehicle Hour and Passengers per Revenue Vehicle Mile, these **trend factors** are then multiplied by the size-weight to compute a **size-performance weight**.

$$\text{Size-Performance Weight} = \text{Agency Size-Weight} * \text{Trend Factor}$$

For Operating Cost per Revenue Vehicle Hour, Operating Cost per Revenue Vehicle Mile, and Operating Cost per Passenger, an inverse function is used, and the size-weight is multiplied by 1 divided by the trend factor, to incentivize decreasing Cost trends.

$$\text{Size-Performance Weight} = (\text{Agency Size-Weight} * 1) / \text{Operating Cost-based Trend Factor}$$

All size-performance weights are then normalized such that the statewide sum of size-weights for all agencies for each metric are equal to 100%.

$$\text{Agency Normalized Size-Performance Weight} = \text{Agency Size-Performance Weight} / \text{Sum of Statewide Size-Performance Weights}$$

FUNDING ALLOCATIONS

At this stage, each agency has 5 normalized size-performance weight factors. These factors are multiplied by their weight (20% for each performance metric), summed, and multiplied by total available funding. This sum is the agency's total operating assistance allocation.

$$\begin{aligned}
 \text{Agency Funding Allocation} = & \text{Available Funding} * \\
 & [(Passengers \text{ per RVH Normalized Size-Performance Weight} * 20\%) + \\
 & (Passengers \text{ per RVM Normalized Size-Performance Weight} * 20\%) + \\
 & (Operating Cost \text{ per RVH Normalized Size-Performance Weight} * 20\%) + \\
 & (Operating Cost \text{ per RVM Normalized Size-Performance Weight} * 20\%) + \\
 & (Operating Cost \text{ per Passenger Normalized Size-Performance Weight} * 20\%)]
 \end{aligned}$$

FUNDING CAP

A cap on funding allocations is used to minimize the volatility of funding received by each agency. The cap is proposed to be set at 30% of an Agency's latest year of operating costs. The recommended percentage is informed by the highest operating assistance grant received under the FY 2019 allocation methodology by Virginia transit agencies, which is generally below 30% of operating costs. After applying this cap to the operating assistance allocation, an unallocated funding pool remains. These funds are proposed to be redistributed to agencies below this cap proportional to their Agency Funding Allocation.

TRANSITION METHODOLOGY (FY2020)

In order to lessen the impacts of the new methodology on the predictability of agency funding, one transition year was proposed by DRPT to progressively adjust the sizing metrics.

The proposal is for the Operating Cost to be weighted at 60% and for Ridership at 20% for the sizing metrics in FY2020. For FY2021 onward, Operating Cost will be weighted at 50% and for Ridership at 30% in the sizing metrics.

SIZING METRICS	TRANSITION YEAR	FUTURE YEARS
	FY2020	FY2021 ONWARD
Operating Cost	60%	50%
Ridership	20%	30%
Revenue Vehicle Hours	10%	10%
Revenue Vehicle Miles	10%	10%



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Agenda item # 7

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

Date

MOTION

Made By: Seconded By: Action:

Title: Addition of a Public Transportation Project to the Six-Year Improvement Program for Fiscal Years 2019-2024 for the WMATA Platform Improvement Program - Summer 2019 Virginia Supplemental Mitigation Plan

WHEREAS, the Washington Metropolitan Area Transit Authority operates the Metrorail transit system in the National Capital Region, including Northern Virginia; and,

WHEREAS, the Washington Metropolitan Area Transit Authority has determined that the concrete platforms at 20 of its 45 outdoor Metrorail stations are in need of reconstruction after several decades of constant use and exposure to the elements; and,

WHEREAS, the Washington Metropolitan Area Transit Authority plans to reconstruct the concrete platforms at the 20 outdoor Metrorail stations in need of repair in a three year capital program beginning in May 2019 with the six Metrorail stations south of Reagan National Airport on the Blue and Yellow Lines in Alexandria and Fairfax County in Northern Virginia; and,

WHEREAS, the reconstruction of the six Metrorail station platforms south of Reagan National Airport beginning in 2019 will be the first major capital program of projects that will utilize the new dedicated capital funding approved by Virginia, Maryland and the District of Columbia in 2018; and,

WHEREAS, the reconstruction of three of the six Metrorail station platforms south of Reagan National Airport will necessitate the full closure of all six stations and the suspension of all Metrorail service south of the airport from May 25 to September 2, 2019, ("Summer 2019 Metrorail Platform Improvement Project") ; and,

WHEREAS, the Washington Metropolitan Area Transit Authority estimates that on a typical weekday during the morning peak period about 17,000 commuters originate trips from the six Metrorail stations to be closed during the Summer 2019 Metrorail Platform Improvement Project, which represents approximately eight percent of morning peak period entries system wide; and,

WHEREAS, the Washington Metropolitan Area Transit Authority also estimates that, based on past experience, approximately 60 percent of daily Metrorail riders will take advantage of the free substitute bus shuttles that it will operate during the Summer 2019 Metrorail Platform Improvement Project to connect back to Metrorail; and,

WHEREAS, the Department of Rail and Public Transportation solicited proposals for additional transportation mitigation strategies that local jurisdictions and transit systems in Northern Virginia could implement with state financial assistance during the Summer 2019 Metrorail Platform Improvement Project; and,

WHEREAS, the Department of Rail and Public Transportation evaluated funding requests for 55 transportation mitigation strategies totaling approximately \$5 million from the City of Alexandria, Fairfax County, the Potomac and Rappahannock Transportation Commission, the Northern Virginia Transportation Commission, the Virginia Department of Transportation and Virginia Railway Express/Amtrak; and,

WHEREAS, the Department of Rail and Public Transportation recommends that the Board approve the addition of \$3,650,000 to the FY19-24 Six Year Improvement Program to support the proposed transportation mitigation strategies to be implemented in response to the Washington Metropolitan Area Transit Authority's Summer 2019 Metrorail Platform Improvement Project.

NOW THEREFORE BE IT RESOLVED, the Board authorizes the use of deallocated project funding of \$3,650,000 for the proposed transportation mitigation strategies to be implemented in response to the Washington Metropolitan Area Transit Authority's Summer 2019 Metrorail Platform Improvement Project.

BE IT FURTHER RESOLVED, the Department of Rail and Public Transportation will disburse the funding on a reimbursement basis through its established mid-cycle grant process.

####

CTB Decision Brief

Funding for Summer 2019 Metrorail Platform Improvement Program Mitigation Plan

Issue:

The Washington Metropolitan Area Transit Authority (WMATA) plans to suspend all Metrorail service south of Reagan National Airport between May 25 and September 2, 2019 to conduct major station repairs and other construction improvements. Six Metrorail stations in Alexandria and Fairfax County will be closed during this period. WMATA is planning to operate shuttle buses to replicate and mitigate the effects of the suspended Metrorail service. Local jurisdictions and transit providers in Northern Virginia could implement various additional mitigation strategies with the assistance of state funding.

Facts:

There are 45 outdoor stations with concrete platforms in the Metrorail system. 20 station platforms, including 12 in Virginia, need major repairs after being exposed to constant use and the elements for 35-40 years. WMATA is planning a three year capital program to reconstruct the platforms at these 20 stations. WMATA plans to expedite this work during three summer rail shutdown periods in 2019, 2020 & 2021, which will allow platforms at multiple stations to be worked on at the same time. This is the first major capital program of projects that will use the new dedicated capital funding approved by Virginia, Maryland and DC in 2018.

During summer 2019 WMATA will close six Metrorail stations and suspend all service on the Blue and Yellow Lines south of Reagan National Airport. This service shutdown will coincide with construction of the 395 Express Lanes, further exacerbating potential traffic impacts.

Station platforms in Alexandria at Braddock Road, King Street and Eisenhower Avenue will be reconstructed and reconstruction work will begin at the Van Dorn Street station. While stations at Huntington and Franconia-Springfield in Fairfax County will also be closed, platform reconstruction work at those end line stations will occur in fall 2019 with minimal disruption to Metrorail service. Platform reconstruction at Van Dorn Street will also be completed in fall 2019.

WMATA estimates that about 17,000 commuters enter the six affected stations to begin trips on a typical weekday morning. WMATA also estimates that approximately 60% of daily Metrorail riders will take advantage of free substitute bus shuttles to connect back to Metrorail. During the summer 2019 shutdown period WMATA is planning to implement a comprehensive shuttle bus network to replicate the suspended Metrorail service and mitigate its impacts. WMATA will also increase service on current Metrobus routes in the shutdown area. WMATA will fund the shuttle bus network through a capital cost of contracting agreement. More information can be found at www.wmata.com/platforms.

During WMATA's previous SAFE TRACK program in 2016 & 2017, when various Metrorail segments were fully or partially shut down for several days to a few weeks at a time to allow for track repairs, DRPT provided state funding assistance for 50% of the cost of supplemental transit

services operated by Northern Virginia transit systems as mitigation for those Metrorail service disruptions.

In February 2019, DRPT solicited funding requests for transportation strategies that local jurisdictions and/or transit providers in Northern Virginia could implement to supplement the planned WMATA shuttle bus network as additional mitigation if state funding to pay for such strategies were to be made available. DRPT received and evaluated proposals from the City of Alexandria, Fairfax County, PRTC/Omniride and the Northern Virginia Transportation Commission (NVTC). Additional mitigation strategies that can be implemented by VDOT and Virginia Railway Express/Amtrak were also considered. Funding requests for 55 mitigation strategies totaling approximately \$5 million were submitted for consideration.

In evaluating the proposed strategies, the following goals were considered:

- To provide options to impacted transit riders and those that travel major corridors to minimize a shift to single occupant vehicle use during the shutdown period and beyond.
- To educate local communities on potential changes in travel patterns that may impact normal commuting patterns.
- To manage demand by incentivizing the use of transit, ridesharing, flexible work schedules, and telework.

Strategies were reviewed to ensure that they are realistic, not duplicative and that they complement the mitigation plan developed by WMATA. WMATA and NVTC assisted DRPT with the evaluation of proposed mitigation strategies.

Strategies recommended for funding include:

- Supplemental DASH and Fairfax Connector transit service – including additional peak hour trips, express service, and extended hours of the King Street Trolley
- Alternative modes of transportation including peak hour water taxi service from Old Town Alexandria to the DC Waterfront Metrorail station, enhanced Capitol Bikeshare
- Community outreach and engagement on transportation alternatives, vanpool formation
- Expanded park and ride options, free shuttles from underutilized park and ride locations to VRE stations
- Highway operational enhancements – signal modification, restriping, bus on shoulder, additional police support
- Reduced VRE step-up ticket cost to expand Amtrak usage
- Post-Platform Shutdown Marketing Campaign to bring users back to the system

Upon evaluation of all of the proposed mitigation strategies, DRPT recommends a total Regional Mitigation Strategy Program of \$4.6 million. DRPT has identified \$3,650,000 in deallocated project funding (largely from Northern Virginia projects) to support delivery of the mitigation strategies. DRPT will award funding through its established mid-cycle grant process and funds will be provided on a reimbursement basis. Implementation of the strategies will be monitored continually to allow for real-time adjustments based on utilization.

Additional platform projects are planned for the Orange Line as part of the three year program and will require similar considerations. DRPT will evaluate the effectiveness of the Blue/Yellow Line mitigation strategies in order to apply lessons learned as future projects proceed.

Recommendation: DRPT recommends that the CTB approve the addition of the WMATA Regional Mitigation Strategy Program to the FY19-24 Six Year Improvement Program and the allocation of \$3,680,000 in deallocated project funds for transportation mitigation strategies to be implemented in response to WMATA's summer 2019 Platform Improvement Project.

Action Required by CTB: Approve the amendment of the FY19-24 Six Year Improvement Program and allocation of deallocated project funds of \$3,650,000.

Options: Approve, Deny, or Defer.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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Agenda item #8

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

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

Action: _____

Title: Bridge Naming: "Thomas Burns Childress Memorial Bridge"

WHEREAS, the Tazewell County Board of Supervisors wishes to memorialize the life and contributions of Mr. Thomas Burns Childress. Mr. Childress worked in many roles to preserve and protect the Town of Pocahontas. He served on multiple committees and Boards including the Chairperson of Historic Pocahontas Incorporated, Chair of the Tazewell County Planning Commission, member of the Tazewell County Board of Supervisors as well as many others. In addition, he was a veteran of the United States Army, serving as a medical clerk from 1969 through 1971; and

WHEREAS, Mr. Childress grew up on the hill above the bridge in this commemorative naming. In more recent years, he fell from the old bridge and broke his back. After the accident he brought attention to the condition of the bridge and became a driving force for replacing the bridge until his passing on December 17, 2016; and

WHEREAS, the Tazewell County Board of Supervisors wishes to remember the work and service of Mr. Thomas Burns Childress to his hometown of Pocahontas; and

WHEREAS, in accordance with § 33.2-213 of the *Code of Virginia*, the Tazewell County Board of Supervisors has requested, by resolution dated February 5, 2019, that the Commonwealth Transportation Board (CTB), name the bridge on State Route 102, Boissevain Road, over Laurel Fork, Tazewell County as the "Thomas Burns Childress Memorial Bridge"; and

Resolution of the Board

Bridge Naming: "Thomas Burns Childress Memorial Bridge"

March 21, 2019

Page 2 of 2

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 or by the private entity whose name is attached to the transportation facility so named; 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 State Route 102, Boissevain Road, over Laurel Fork, Tazewell County as the "Thomas Burns Childress 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: “Thomas Burns Childress Memorial Bridge”

Issue: Commemorative naming of the bridge on State Route 102, Boissevain Road, over Laurel Fork, Tazewell County as the “Thomas Burns Childress Memorial Bridge”.

Facts: Tazewell County enacted a resolution on February 5, 2019 memorializing the life and contributions of Mr. Thomas Burns Childress and requesting that the Board name the bridge on State Route 102, Boissevain Road, over Laurel Fork, Tazewell County as the “Thomas Burns Childress Memorial Bridge.” In accordance with §33.2-213 of the *Code of Virginia* and by local resolution, Tazewell County agrees to pay the costs of producing, placing, and maintaining the signs calling attention to this naming.

Mr. Childress loved the Town of Pocahontas and was dedicated to preserving and perfecting the Town and its history. He was the recipient of the William Myers Community Service Award presented by Radio Active, was a strong advocate for the Annual Coal Miner’s memorial and Labor Day celebrations, maintained the Pocahontas historical cemetery and served as the Grants and Properties Chairperson of Historic Pocahontas Incorporated.

In addition, he was active on many committees and Boards, including the Virginia Tourist Train Authority and was Chair of the Tazewell County Planning Commission, a member of the Tazewell County Tourism Development Committee, a probation officer for the Tazewell County Juvenile and Domestic Relations Court and previously served on the Tazewell Board of Supervisors. He was also a veteran of the United States Army, serving as a medical clerk from 1969 through 1971.

Mr. Childress grew up on the hill that is above the bridge in this commemorative naming. In more recent years, he fell from the old bridge that was there and broke his back. After the accident he brought attention to the condition of the bridge and became a driving force for replacing the bridge until his passing on Dec 17, 2016.

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 State Route 102, Boissevain Road, over Laurel Fork, Tazewell County will be named as the “Thomas Burns Childress Memorial Bridge”.

Options: Approve, Deny, or Defer.

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

**THOMAS BURNS CHILDRESS MEMORIAL BRIDGE
RESOLUTION**

Bridge Naming on Route 102 "Boissevain Road", over "Laurel Fork" in "Tazewell County" as the "Thomas Burns Childress Memorial Bridge".

WHEREAS, Mr. Childress loved Pocahontas and was dedicated to preserving and perfecting Pocahontas and its history. He was the recipient of the William Myers Community Spirit Award presented by Radio Active. Mr. Childress was a strong advocate for the Annual Coal Miner's memorial and Labor Day celebrations in Pocahontas; he maintained the Pocahontas historical cemetery and served as the Grants and Properties Chairperson of Historic Pocahontas Incorporated;

WHEREAS, Mr. Childress was active on many committee's and Boards, including the Virginia Tourist Train Authority, was Chair of the Tazewell County Planning Commission, was a member of the Tazewell County Tourism Development Committee, was a probation officer for the Tazewell County Juvenile and Domestic Relations Court and previously served on the Tazewell County Board of Supervisors;

WHEREAS; Mr. Childress was a veteran of the U.S. Army, serving as a medical clerk from 1969 through 1971;

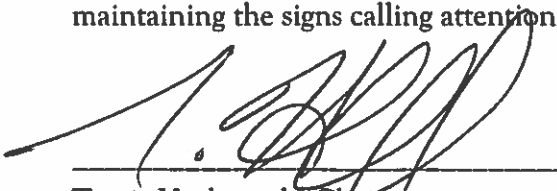
WHEREAS, Mr. Childress grew up on the hill above the bridge. In more recent years, Mr. Childress fell from the old bridge, breaking his back, and after this accident he brought attention to the condition of the bridge and became a driving force for replacing the bridge until his passing on December 17, 2016

WHEREAS, Section 33.2-213 of the *Code of Virginia* authorizes the Commonwealth Transportation Board (CTB) to give suitable names to state highways, bridges, interchanges, and other transportation facilities and change the names of any highways, bridges, interchanges, or other transportation facilities forming a part of the systems of state highways; and

WHEREAS, Section 33.2-213 provides that the Virginia Department of Transportation 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.

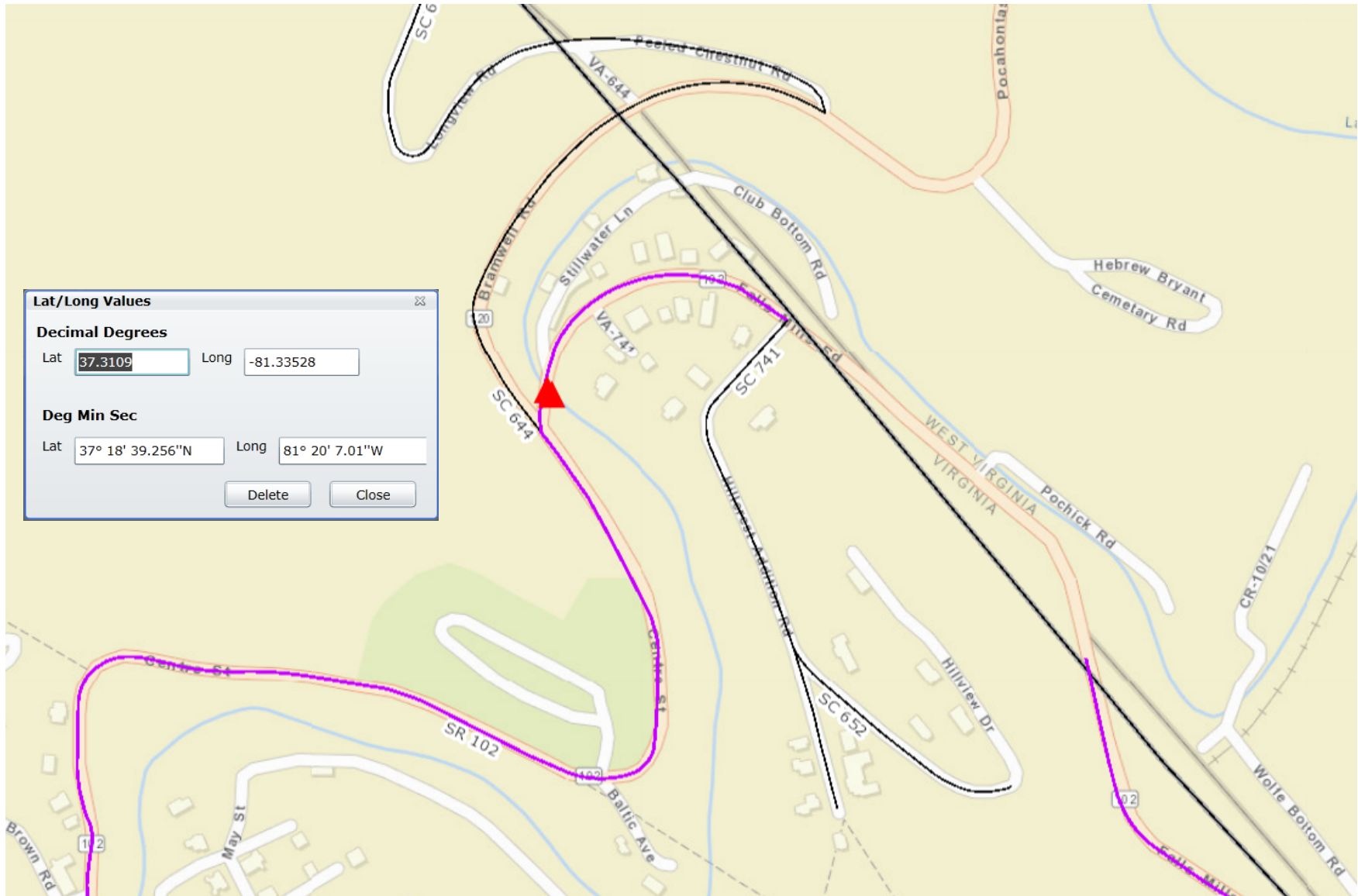
NOW, THEREFORE, BE IT RESOLVED, that Tazewell County, in accordance with the requirements of Section 33.2-213 of the *Code of Virginia*, does hereby request that the Commonwealth Transportation Board name the bridge on Route 102, "Boissevain Road", over Laurel Fork in Tazewell County as the "Thomas Burns Childress Memorial Bridge";

BE IT FURTHER RESOLVED, that Tazewell County agrees to pay the costs of producing, placing, and maintaining the signs calling attention to this naming.

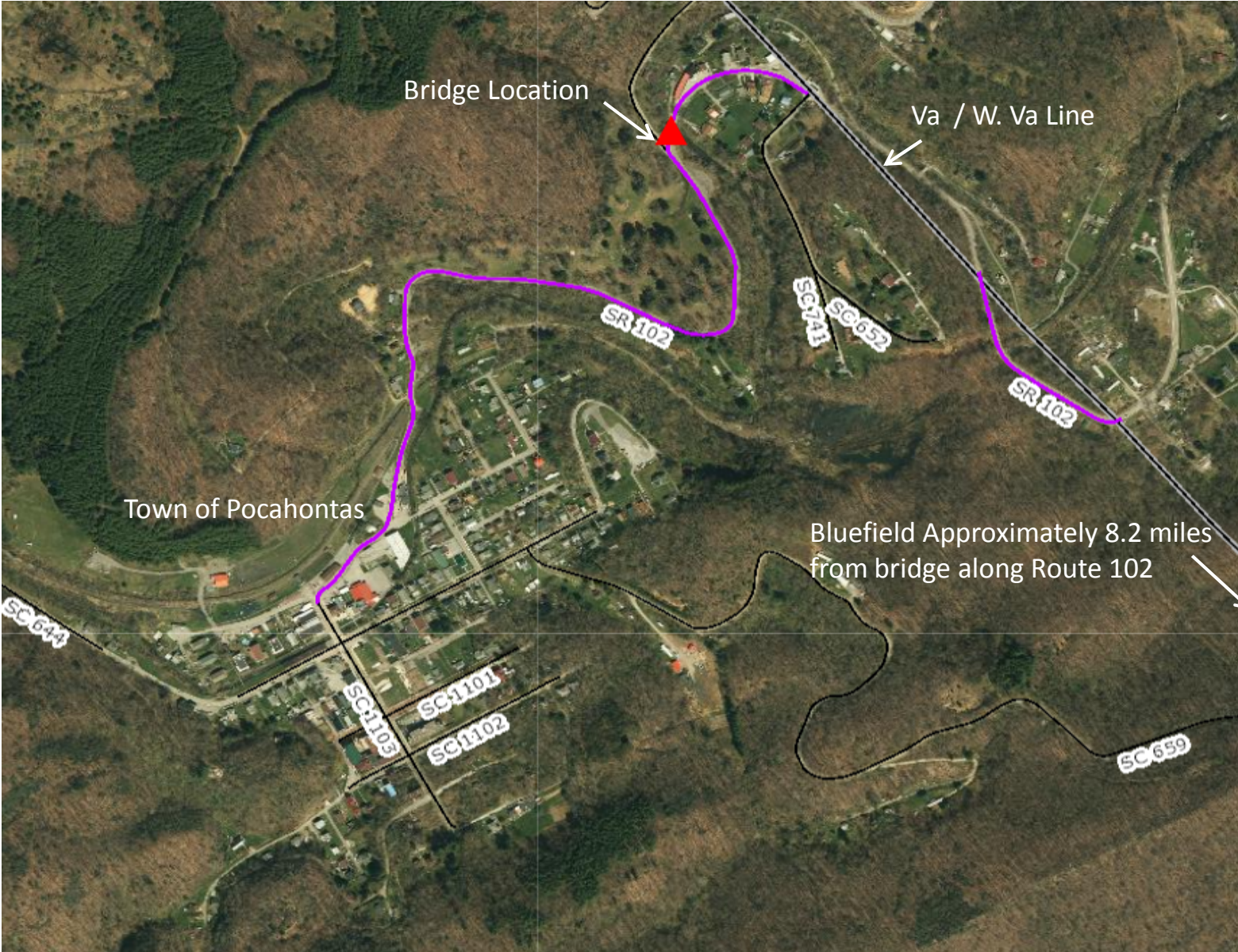


Travis Hackworth, Chairman
Tazewell County Board of Supervisors

2/5/2019
Date



Route 102 – Thomas Burns Childress Memorial Bridge Location



Route 102 – Thomas Burns Childress Memorial Bridge Location

Tazewell County

Proposed Bridge Naming
"Thomas Burns Childress
Memorial Bridge"

644

741

West Virginia
Virginia Line

652

102



Town of Pocahontas



Tazewell County
Proposed Bridge Naming:
**"Thomas Burns Childress
Memorial Bridge"**



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item #9

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Bridge Naming: "Wotring Memorial Bridge"

WHEREAS, the Prince William County Board of Supervisors wishes to honor the lives and contributions of Raymond and Pauline Wotring who were longtime residents of Prince William County. Mr. and Mrs. Wotring lead the fight over many years to preserve the Manassas National Battlefield Park and then ultimately donated their property to the Civil War Preservation Trust; and

WHEREAS, in accordance with § 33.2-213 of the *Code of Virginia*, the Prince William County Board of Supervisors has requested, by resolution dated January 24, 2017, that the Commonwealth Transportation Board (CTB), to honor and memorialize the lives and contributions of Raymond and Pauline Wotring, name the bridge on Route 622, Groveton Road, over Interstate 66, Prince William County as the "Wotring 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 or by the private entity whose name is attached to the transportation facility so named; and

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

Resolution of the Board
Bridge Naming: "Wotring Memorial Bridge"
March 21, 2019
Page 2 of 2

NOW THEREFORE, BE IT RESOLVED, pursuant to § 33.2-213 of the *Code of Virginia*, the CTB hereby names the bridge on Route 622, Groveton Road, over Interstate 66, Prince William County as the "Wotring 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 Prince William County for these costs as required by law.

####

CTB Decision Brief

Bridge Naming: “Wotring Memorial Bridge”

Issue: Commemorative naming of the bridge on Route 622, Groveton Road, over Interstate 66, Prince William County as the “Wotring Memorial Bridge”.

Facts: Prince William County enacted a resolution on January 24, 2017 memorializing the lives and contributions of Raymond and Pauline Wotring. Based on that resolution, prior to their passing, Raymond and Pauline Wotring lead the fight over many years to preserve the Manassas National Battlefield Park and then ultimately donated their property to the Civil War Preservation Trust.

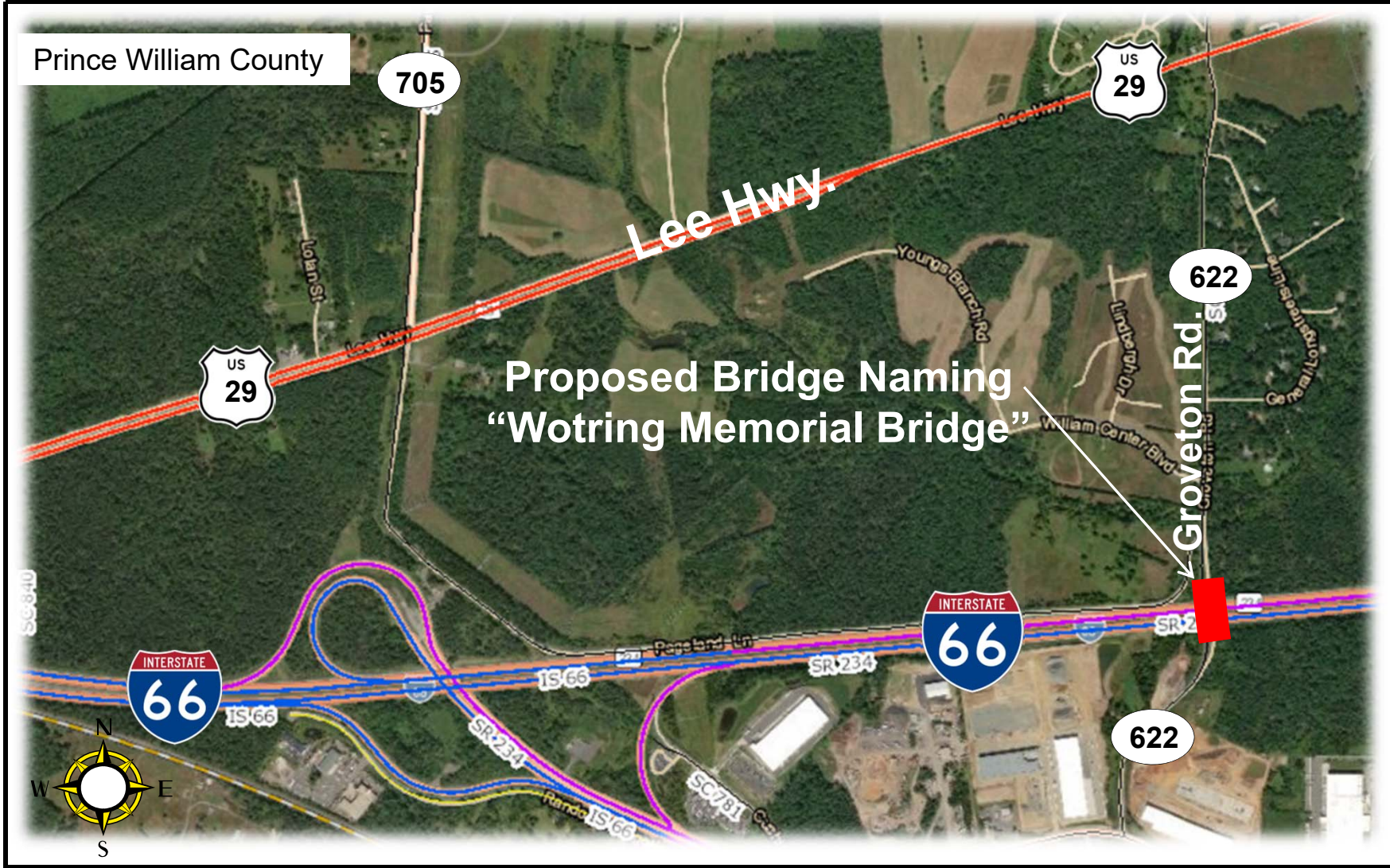
Recommendations: The Virginia Department of Transportation (VDOT) recommends this request be approved.

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 622, Groveton Road, over Interstate 66, Prince William County will be named as the “Wotring Memorial Bridge”. In accordance with law and by local resolution and letter, Prince William 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.



VDOT
Virginia Department of Transportation
Maintenance Division
CTB MEETING: March 20, 2019

Prince William County
Proposed Bridge Naming:
"Wotring Bridge"



COUNTY OF PRINCE WILLIAM

OFFICE OF EXECUTIVE MANAGEMENT

1 County Complex Court, Prince William, Virginia 22192-9201
(703) 792-6600 Metro 631-1703 FAX: (703) 792-7484

BOARD OF COUNTY SUPERVISORS

Corey A. Stewart, Chairman
Maureen S. Caddigan, Vice Chairman
Ruth M. Anderson
Pete Candland
John D. Jenkins
Jeanine M. Lawson
Martin E. Nohe
Frank J. Principi

Christopher E. Martino
County Executive

January 30, 2019

Mr. Richard Burke
Transportation and Land Use Director
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030

RE: Request to Rename Groveton Road Bridge Over Interstate 66 After Raymond and Pauline Wotring

Dear Mr. Burke:

In 2017, the Prince William Board of County Supervisors approved a Resolution making an official request to the Commonwealth Transportation Board to rename the Groveton Road Bridge over Interstate 66 after Raymond and Pauline Wotring. The initial request was made by a relative who informed the County that Raymond and Pauline Wotring have passed away. As required by the State, the County will take responsibility of maintaining signage associated with the renaming of the bridge.

If you have any questions or need additional information about this request, please feel free to contact Paolo Belita with the Department of Transportation at (703) 792-6273.

Sincerely,

Christopher E. Martino
County Executive

Attachment

BOCS Resolution (No. 17-36)

MOTION: CANDLAND

January 24, 2017
Regular Meeting
Res. No. 17-36

SECOND: LAWSON

RE: REQUEST THE COMMONWEALTH TRANSPORTATION BOARD TO
NAME THE GROVETON ROAD BRIDGE OVER I-66 AFTER
RAYMOND AND PAULINE WOTRING – GAINESVILLE
MAGISTERIAL DISTRICT

ACTION: APPROVED

WHEREAS, Raymond and Pauline Wotring were longtime residents of Prince William County, Virginia; and

WHEREAS, Mr. and Mrs. Wotring lead the fight over many years to preserve the Manassas National Battlefield Park and then ultimately donated their property to the Civil War Preservation Trust; and

WHEREAS, the Board wishes to recognize the efforts of the Wotring;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby request that the Commonwealth Transportation Board name the Groveton Road Bridge over I-66 after Raymond and Pauline Wotring;

BE IT FURTHER RESOLVED that Prince William County will assume the cost of fabrication and installation of the signs naming the bridge the Wotring Bridge;

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Manassas Residency Office of the Virginia Department of Transportation.

Votes:

Ayes: Anderson, Caddigan, Candland, Jenkins, Lawson, Nohe, Principi, Stewart

Nays: None

Absent from Vote: None

Absent from Meeting: None

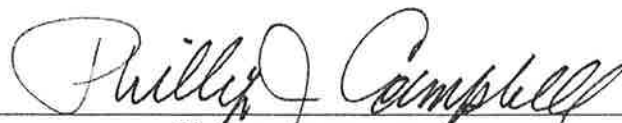
For Information:

County Attorney

Finance Director

Transportation Director

ATTEST: _____


Clerk to the Board



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 10

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

Made By:

Seconded By:

Action:

ENDORSEMENT OF THE COMMISSIONER'S CERTIFICATION TO THE GOVERNOR AND GENERAL ASSEMBLY FOR THE I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT UNDER THE PUBLIC-PRIVATE TRANSPORTATION ACT, AS AMENDED ("PPTA")

WHEREAS, on December 12, 2017, the Transportation Public-Private Partnership Steering Committee ("Steering Committee") concurred with the Department's Public Sector Analysis and Competition report ("PSAC") to procure the I-64 Hampton Roads Bridge-Tunnel Expansion Project ("Project") using the design-build delivery method under the PPTA, with the option to accept Proposals under either the immersed tube tunnel or bored tunnel construction method, pursuant to Va. Code § 33.2-1803.2(B); and

WHEREAS, on December 15, 2017, the Department initiated the procurement and issued a Request for Qualifications ("RFQ"); and

WHEREAS, on January 9, 2018, the Commissioner of Highways ("Commissioner") provided a Finding of Public Interest ("FOPI") for the Project pursuant to Va. Code § 33.2-1803.1; and

WHEREAS, on March 2, 2018, the Department received Statements of Qualifications from three Offerors in response to the RFP: (i) Hampton Roads Capacity Constructors ("HRCC"); (ii) Hampton Roads Connector Partners ("HRCP"); and (iii) the Skanska-Kiewit Joint Venture; and

WHEREAS, on April 26, 2018, the Department short-listed all three Offerors, with the Skanska-Kiewit Joint Venture subsequently withdrawing from the procurement; and

WHEREAS, on May 9, 2018, the Commissioner presented the Steering Committee with a recommendation that the FOPI remained valid, and the Steering Committee made an affirmative

determination that the Project serves the public interest pursuant to Va. Code § 33.2-1803.2(C);

WHEREAS, the Department issued an initial draft of the Request for Proposals on May 22, 2018 for public comment, and later drafts on June 29, 2018 and August 24, 2018 for feedback from the Offerors, also conducting individual, proprietary meetings with HRCC and HRCP from May to December 2018; and

WHEREAS, the Department provided the Commonwealth Transportation Board ("CTB") with a Project update on June 19, 2018, and briefed the CTB on major business terms on September 17, 2018; and

WHEREAS, the Department issued the RFP on September 27, 2018, which was amended and finalized in December, 2018, based on several of the proprietary meetings with HRCC and HRCP ; and

WHEREAS, in response to the final RFP, the Department received Technical Proposals and Price Proposals on January 14/15, 2019 and February 8, 2019, respectively, from HRCC and HRCP; and

WHEREAS, on February 15, 2019, the Department identified HRCP as having submitted the Apparent Best Value Proposal;

WHEREAS, during February and March 2019, an independent audit pursuant to § 33.2-1803 (F) was conducted; and

WHEREAS, pursuant to § 33.2-1803 (D), the Commissioner is prepared to submit his Certification to the Governor and General Assembly pursuant to § 33.2-1803 (D), (attached hereto as Attachment A), which provides for the continued validity of the FOPI, provides that there have been no material changes relating to the transfer, assignment and assumption of risks, liabilities, and permitting responsibilities by the private sector in the Comprehensive Agreement, and provides that, because the Project has no element of private financing, the concept of maximum public contribution to be established in accord with § 33.2-1803.1:1 does not apply and therefore, no maximum public contribution was established; and

WHEREAS, pursuant to section 4.10 of the 2017 PPTA Implementation Manual and Guidelines, the Commissioner is to seek the "CTB's endorsement of the Certification to Governor and General Assembly indicating support of the CEO's execution of a Comprehensive Agreement."

NOW, THEREFORE, BE IT RESOLVED, the CTB endorses the Commissioner's Certification to the Governor and the General Assembly and hereby supports the Commissioner's execution of a Comprehensive Agreement with Hampton Roads Connector Partners for the Hampton Roads Bridge-Tunnel Expansion Project.

###

CTB Decision Brief

ENDORSEMENT OF THE COMMISSIONER'S CERTIFICATION TO THE GOVERNOR AND THE GENERAL ASSEMBLY FOR THE I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT UNDER THE PUBLIC- PRIVATE TRANSPORTATION ACT, AS AMENDED ("PPTA")

Issues: Pursuant to § 33.2-1803 (D) of the *Code of Virginia*, in order for a responsible public entity such as the Virginia Department of Transportation (the "Department") to enter into a Comprehensive Agreement under the PPTA, among other things, the CEO of the responsible public entity must submit a written Certification to the Governor and General Assembly, that indicates (i) the finding of public interest issued pursuant to § 33.2-1803.1 is still valid; (ii) the transfer, assignment, and assumption of risks, liabilities, and permitting responsibilities and the mitigation of revenue risk by the private sector have not materially changed since the finding of public interest was issued; and (iii) the public contribution requested by the private entity does not exceed the maximum public contribution determined in accord with subsection A of § 33.2-1803.1:1. In furtherance of the foregoing, Section 4.10 of the 2017 PPTA Implementation Manual and Guidelines provides that the CEO (Commissioner) will also seek the Commonwealth Transportation Board's ("CTB") endorsement of the Certification to the Governor and the General Assembly, indicating support of the CEO's execution of the Comprehensive Agreement. In accord with section 4.10 of the 2017 PPTA Implementation Manual and Guidelines, CTB endorsement of the Commissioner's Certification to the Governor and the General Assembly pursuant to § 33.2-1803 (D) of the *Code of Virginia* and support for execution of the Comprehensive Agreement for the Hampton Roads Bridge-Tunnel Expansion Project are sought.

Facts:

- On December 12, 2017, pursuant to § 33.2-1803.2(B), the Transportation Public-Private Partnership Steering Committee ("Steering Committee") concurred with the Department's Public Sector Analysis and Competition report ("PSAC") to procure the I-64 Hampton Roads Bridge-Tunnel Expansion Project ("Project") as a design build under the PPTA, with the option to accept Proposals under either the immersed tube tunnel or bored tunnel construction method.
- The Department then initiated a procurement, issuing on December 15, 2017, a Request for Qualifications.
- On January 9, 2018, the former Commissioner of Highways ("Commissioner") issued a Finding of Public Interest ("FOPI") for the Project pursuant to § 33.2-1803.1.
- On March 2, 2018, three Offerors submitted Statements of Qualifications: Hampton Roads Capacity Constructors ("HRCC"), Hampton Roads Connector Partners ("HRCP"), and the Skanska-Kiewit Joint Venture.
- The Department short-listed the three Offerors, HRCC, HRCP, and the Skanska-Kiewit Joint Venture. Subsequently, the Skanska-Kiewit Joint Venture withdrew from the competition.
- On May 9, 2018, the Steering Committee was presented with a recommendation by the current Commissioner that the FOPI remained valid, and the Steering Committee made an affirmative determination that the Project serves the public interest pursuant to § 33.2-1803.2(C).
- The Department issued an initial draft of the Request for Proposals (RFP) on May 22, 2018 for public comment, and later drafts on June 29 and August 24, 2018 for Offeror feedback.

CTB Decision Brief

Endorsement of the Commissioner's Certification to the Governor and General Assembly for the I-64 Hampton Roads Bridge-Tunnel Expansion Project

March 21, 2019

Page 2 of 2

- The Department provided the CTB with a Project update on June 19, 2018, and briefed the CTB on major business terms on September 17, 2018.
- On July 31, 2018, HRCC and HRCP notified the Department of their selection of the bored tunnel construction method.
- On September 27, 2018, the Department issued the RFP which was amended and finalized in December, 2018, based on several proprietary meetings with HRCC and HRCP.
- In response to the final RFP, the Department received Technical Proposals and Price Proposals on January 14/15, 2019 and February 8, 2019, respectively, from HRCC and HRCP.
- On February 15, 2019, the Department identified HRCP as having submitted the Apparent Best Value Proposal.
- In February and March 2019, an independent audit pursuant to § 33.2-1803 (F) was conducted.

The Commissioner is now prepared to submit his Certification to the Governor and General Assembly pursuant to § 33.2-1803 (D), (attached hereto as Attachment A), which provides for the continued validity of the FOPI, provides that there have been no material changes relating to the transfer, assignment and assumption of risks, liabilities, and permitting responsibilities by the private sector in the Comprehensive Agreement, and provides that, because the Project has no element of private financing, the concept of maximum public contribution to be established in accord with § 33.2-1803.1:1 does not apply and therefore, no maximum public contribution was established.

- Prior to submission to the Governor and General Assembly, endorsement of the Commissioner's Certification by the CTB, indicating support of his execution of the Comprehensive Agreement, is being requested.

Recommendations: Based on the Department's evaluation of the Proposals and selection of HRCP as having submitted the Apparent Best Value Proposal, the Department recommends that the CTB endorse the Commissioner's Certification to the Governor and General Assembly which will be issued pursuant to § 33.2-1803 (D), indicating support for the Commissioner's execution of a Comprehensive Agreement with HRCP for the Hampton Roads Bridge-Tunnel Expansion Project.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to endorse the Commissioner's Certification to the Governor and the General Assembly, indicating support of the Commissioner's execution of a Comprehensive Agreement with the Hampton Roads Connector Partners for the Hampton Roads Bridge-Tunnel Expansion Project.

Result, if Approved: The Commissioner will submit his Certification to the Governor and the General Assembly pursuant to § 33.2-1803 (D), and will complete the procurement of this project by executing the Comprehensive Agreement with Hampton Roads Connector Partners.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

ATTACHMENT A



COMMONWEALTH of VIRGINIA

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

Stephen C. Brich, P.E.
Commissioner

March 21, 2019

The Honorable Ralph Northam
Governor
P.O. Box 1475
Richmond, VA 23218

The Honorable Stephen D. Newman
President Pro Tempore of the Senate
P.O. Box 480
Forest, VA 24551

The Honorable Kirk M. Cox
Speaker of the House
Virginia House of Delegates
P.O. Box 1205
Colonial Heights, VA 23834

The Honorable Shannon Valentine
Secretary of Transportation
P.O. Box 1475
Richmond, VA 23218

Dear Ladies and Gentlemen:

Based on information available in January 2018, the former Commissioner of Highways made a finding that it was in the public interest (such finding, the "Finding of Public Interest") to advance the development and procurement of the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the "Project") via the design-build delivery method pursuant to the Public-Private Transportation Act of 1995, as amended (Virginia Code §§ 33.2-1800 *et seq.*). I re-affirmed the Finding of Public Interest on May 9, 2018, at a meeting of the Transportation Public-Private Partnership Steering Committee. Following this re-affirmation, the Virginia Department of Transportation (the "Department") prepared procurement documents consistent

The Honorable Ralph Northam
The Honorable Stephen D. Newman
The Honorable Kirk M. Cox
The Honorable Shannon Valentine
March 21, 2019
Page 2 of 2

with the benefits described in the Finding of Public Interest and advanced the procurement of the Project.

The Department received technical proposals in January 2019 and price proposals in February 2019 from Hampton Roads Capacity Constructors (“HRCC”) and Hampton Roads Connector Partners (“HRCP”) in response to the Request for Proposals for the Project. After a comprehensive review of each proposal by my staff, I have determined that the technical and price proposals submitted by HRCP provides the best overall value to the Department, and that HRCP should be awarded the Comprehensive Agreement for the Project.

With respect to the foregoing determination, please accept this letter as my certification, given pursuant to § 33.2-1803(D), that:

- (1) the Finding of Public Interest, as re-affirmed by me on May 9, 2018, is still valid;
- (2) the transfer, assignment, and assumption of risks, liabilities, and permitting responsibilities by the private sector set forth in the Comprehensive Agreement have not materially changed since the Finding of Public Interest was issued;¹ and
- (3) because the Project has no element of private financing, the concept of a maximum public contribution to be established in accordance with § 33.2-1803.1:1 does not apply and therefore, no maximum public contribution was established.

In closing, the Department is engaged in the final steps necessary for financing and entering into a Comprehensive Agreement for the I-64 Hampton Roads Bridge-Tunnel Expansion Project and we look forward, with great anticipation, to delivering this critical Project to the Hampton Roads region. In the meantime, should you have questions regarding the Project or its status, please do not hesitate to contact me.

Sincerely,

Stephen C. Brich, P.E.
Commissioner of Highways

¹ Please note that no certification relating to the mitigation of revenue risk by the private sector is required as the scope of work set forth in the Comprehensive Agreement is limited to the design and construction of the Project and does not otherwise include the financing or long-term operation of the Project by the private sector.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940
Agenda Item #11

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

Made By:

Seconded By:

Action:

AUTHORIZATION FOR THE COMMISSIONER OF HIGHWAYS TO ENTER INTO THE PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION WITH THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION RELATING TO THE I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT

WHEREAS, the Virginia General Assembly, pursuant to Chapter 26 of Title 33.2 of the *Code of Virginia*, (“Chapter 26”) 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, HRTAC may enter into contracts or agreements necessary or convenient for the performance of its duties and the exercise 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, the Virginia Department of Transportation (the “Department”) is procuring, pursuant to the Public- Private Transportation Act of 1995, (§33.2-1800, et seq. of the *Code of Virginia*), a design-builder for the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the “Project”); and

Resolution of the Board

Authorization for the Commissioner of Highways to Enter Into the Project Agreement for Funding and Administration with HRTAC Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project
March 21, 2019

Page 2 of 2

WHEREAS, HRTAC will provide the primary source of funding for the Project pursuant to Chapter 26; and

WHEREAS, the Department will administer the Project; and

WHEREAS, the Department and HRTAC have negotiated and the Department has requested that the Board authorize the Commissioner to enter into/execute a Project Agreement for Funding and Administration (“PAFA”), attached hereto as Attachment A, governing the administration and funding of the Project; and

WHEREAS, pursuant to Va. Code § 33.2-214(C), the Board has the power to enter into the PAFA with HRTAC.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Commissioner of Highways to enter into/execute the PAFA between the Department and HRTAC governing the administration and funding of the Project, in the form set out in Attachment A, with such changes as the Commissioner deems necessary or appropriate.

###

CTB Decision Brief

AUTHORIZATION FOR THE COMMISSIONER OF HIGHWAYS TO ENTER INTO THE PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION WITH THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION RELATING TO THE I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT

Issue: The Hampton Roads Transportation Accountability Commission (“HRTAC”) and the Virginia Department of Transportation (the “Department”) desire to enter into the Project Agreement for Funding and Administration (the “PAFA”) related to the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the “Project”). Given the power of the Commonwealth Transportation Board (“Board”) to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes pursuant to §33.2-214 (C) of the *Code of Virginia*, the Department seeks authority from the Board for the Commissioner of Highways to enter into/execute the PAFA with HRTAC.

Facts: The Department is close to finalizing procurement of a design-builder for the Project pursuant to the Public-Private Transportation Act of 1995. HRTAC will, pursuant to its authority under § 33.2-2600, et seq. of the Code of Virginia, provide the primary source of funding for the Project and the Department will administer the Project. Accordingly, HRTAC and the Department have negotiated and desire to enter into the PAFA, which will govern the administration and funding of the Project as between the Department and HRTAC.

In general, the PAFA:

1. Provides that the Department is responsible for the development, design, construction, and administration of the Project;
2. Provides that the Department will fund certain work related to the Project’s south island trestle bridges;
3. Provides that HRTAC will, up to a defined maximum financial commitment, fund work other than the work related to the Project’s south island trestle bridges by reimbursing the Department periodically;
4. Provides that the Department will operate and maintain the Project after construction;
5. Defines processes for modifications that increase costs, resolving disputes, and termination of the PAFA; and,
6. Otherwise sets forth the respective roles and responsibilities between the Department and HRTAC relating to the administration and funding of the Project.

Recommendations: It is recommended that the Board authorize the Commissioner of Highways to enter into/execute the PAFA attached hereto as Attachment A, with such changes as the Commissioner deems necessary or appropriate.

Action Required by CTB: The Board will be presented with a resolution for a formal vote to delegate authority to the Commissioner to enter into/execute the PAFA, attached as Attachment A, with such changes as the Commissioner deems necessary or appropriate.

Result, if Approved: The Department would enter into the PAFA, and the Project would be implemented in accordance with the PAFA.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

ATTACHMENT A

PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION

for the

I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT

Dated [●], 2019

between

HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION,
as Commission

and

VIRGINIA DEPARTMENT OF TRANSPORTATION,
as Department

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PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION

This PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION for the I-64 Hampton Roads Bridge-Tunnel Expansion Project (this “Agreement”) is made and entered into as of [●] [●], 2019, and effective as of the date set forth in Section 7.01 (Term; Termination), by and between the HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION (the “Commission”), a body politic and a political subdivision of the Commonwealth of Virginia; and the VIRGINIA DEPARTMENT OF TRANSPORTATION (the “Department”), an agency of the Commonwealth of Virginia, (each a “Party” and, together, the “Parties”).

RECITALS

WHEREAS, Va. Code §§ 33.2-2600 *et seq.* (the “HRTAC Act”) 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, the HRTAC Act created the Commission as a political subdivision of the Commonwealth of Virginia, and moved the responsibility for approving the projects that will be funded by the HRTF from the Hampton Roads Transportation Planning Organization, the metropolitan planning organization for Planning District 23 (the “HRTPO”), to the Commission;

WHEREAS, the HRTAC Act authorizes the Commission to issue bonds and other evidences of debt, and to impose and collect certain tolls;

WHEREAS, the Commission is required to use all moneys that it receives (the “Commission-Controlled Moneys”), including, without limitation, moneys from the HRTF as well as any bond proceeds and collections from any tolls imposed by the Commission, solely for the benefit of those counties and cities that are embraced by the Commission, and in a manner that is consistent with the purposes of the HRTAC Act;

WHEREAS, the Department is the agency of the Commonwealth responsible for building, maintaining and operating the interstate, primary, and secondary state highway systems (the “Department Highways”);

WHEREAS, in light of the Department’s responsibilities with respect to the Department Highways, and the Commission’s responsibilities with respect to the application of Commission-Controlled Moneys, the Department and the Commission entered into a Memorandum of Agreement dated March 30, 2015 (the “MOA”);

WHEREAS, the MOA contemplates that the Commission may from time to time enter into agreements for funding and administration of projects that the Commission selects and the Commission requests the Department to administer and/or develop with Commission-Controlled Moneys;

WHEREAS, on October 20, 2016, the HRTPO selected the Hampton Roads Crossing Study SEIS Preferred Alternative - A, known today as the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the “Project”), as further described in Exhibit 2 (Project Scope) hereto, and

recommended that the Commission take action to implement the Project as part of the prioritized congestion relief projects for the Hampton Roads region;

WHEREAS, in accordance with the HRTAC Act, the Commission has approved the Project;

WHEREAS, the Commission has further developed and approved a funding plan for the Project and a related debt management plan;

WHEREAS, the Department desires, and agrees to, procure, develop, and construct the Project in accordance with the budget (the “Project Budget”), as further described in Exhibit 3 (Project Budget) and Exhibit 5, (Estimated Costs and Payout Schedule), hereto;

WHEREAS, in order to advance development of the Project, the Department issued the Request for Proposals (the “RFP”) dated as of September 27, 2018, as amended, pursuant to which the Department requested the submittal of proposals for the design and construction of the Project from offerors (each such entity, as “Offeror”) determined to be qualified following the submission of Statements of Qualification pursuant to the Department’s Request for Qualifications dated as of December 15, 2017, as amended;

WHEREAS, the purpose of the RFP is to determine the Offeror to be awarded a comprehensive agreement for the Project (the “Comprehensive Agreement”) pursuant to the Public-Private Transportation Act of 1995, as amended (Va. Code §§ 33.2-1800 *et seq.*) (the “PPTA”), and the Department’s 2017 PPTA Implementation Manual and Guidelines (the “Guidelines”);

WHEREAS, the Department has evaluated the proposals submitted by each Offeror in accordance with the terms of the RFP, and has selected Hampton Roads Connector Partners as the Offeror whose proposal offers the best overall value (such Offeror, the “Successful Offeror”), as further described in the RFP;

WHEREAS, the Department desires to enter into the Comprehensive Agreement with the Successful Offeror, whereupon the Successful Offeror shall become the design-build contractor (the “Design-Builder”) responsible for the design and construction of the Project pursuant to the terms of the Comprehensive Agreement;

WHEREAS, the Commission desires to provide the primary portion of the funding for the procurement, development, and construction of the Project using Commission-Controlled Moneys, subject to the terms, conditions and limitations set forth herein;

WHEREAS, Commissioner Stephen C. Brich, P.E. of the Department sent a letter to Commission Chairman Hipple dated January 22, 2019 (the “January 22, 2019 Letter”) committing to working with the Commission and the HRTPO to find, relative to tolling in the Hampton Roads region, the best operational solutions, define the appropriate tolling policies, and investigate the financial mechanisms available to the Commonwealth Transportation Board (the “CTB”) and the Commission to best address the Parties’ collective objectives, priorities, and policies through an agreement among the Commission, the CTB, and the Department on these matters (the “Master Tolling Agreement”); and

WHEREAS, pursuant to Va. Code § 33.2-214, the CTB has authorized the Commissioner to enter into this Agreement and, pursuant to Va. Code § 33.2-2608, the Commission has authorized its officers to enter into this Agreement, as evidenced by copies of each such entity's clerk's approved minutes or such other official authorizing documents which are, or will be (promptly after approval), appended hereto as Exhibit 4 (Official Authorizing Documents).

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS, INTERPRETATION, AND PRECEDENCE; **REPRESENTATIONS AND WARRANTIES**

Section 1.01 Definitions

Unless the context otherwise requires, all capitalized terms and acronyms used in this Agreement have the meanings given in Exhibit 1 (Definitions).

Section 1.02 Interpretation

(a) In this Agreement:

(i) headings are for convenience only and do not affect interpretation;

(ii) unless otherwise stated, a reference to any agreement, instrument, or other document is to such agreement, instrument, or other document as amended or supplemented from time to time in accordance with its terms;

(iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);

(iv) subject to Section 1.02(a)(v) (Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form, or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement, unless expressly provided otherwise;

(v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);

(vi) a reference to a person includes such person's permitted successors and assigns;

(vii) a reference to a singular word includes the plural and vice versa (as the context may require);

(viii) the words “including”, “includes”, and “include” mean “including, without limitation”, “includes, without limitation” and “include, without limitation”, respectively;

(ix) an obligation to do something “promptly” means an obligation to do so as soon as the circumstances permit, avoiding any delay; and

(x) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including”.

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

(c) The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of any ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it, and instead the other applicable rules of interpretation and construction set out herein shall be used.

Section 1.03 Order of Precedence

(a) Except as otherwise expressly provided in this Section 1.03 (Order of Precedence), if there is any conflict between the provisions of this Agreement (including all Exhibits), the order of precedence will be as follows, from highest to lowest:

(i) amendments to the provisions of the main body of this Agreement;

(ii) the provisions of the main body of this Agreement and Exhibit 1 (Definitions); and

(iii) the provisions of the Exhibits to this Agreement, as amended, other than Exhibit 1 (Definitions).

(b) Additional or supplemental details or requirements in a provision of this Agreement with lower priority will be given effect, except to the extent that they irreconcilably conflict with any provisions of this Agreement with higher priority.

Section 1.04 Representations and Warranties of the Department

The Department hereby represents and warrants to the Commission as of the date hereof and, except in the case of Section 1.04(e) (Representations and Warranties of the Department)

below, as of the date on which this Agreement becomes effective pursuant to Section 7.01(a) (Term; Termination), as follows:

(a) the Department is an agency of the Commonwealth, and has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement and the Comprehensive Agreement;

(b) each person executing this Agreement and the Comprehensive Agreement on behalf of the Department has been or at such time will be duly authorized to execute and deliver each such document on behalf of the Department;

(c) the execution and delivery by the Department of this Agreement and the Comprehensive Agreement, and the performance of its obligations hereunder and thereunder, will not conflict with, and will not result, at the time of execution, in a default under or violation of, (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Legal Requirement, where such violation will have a material adverse effect on the ability of the Department to perform its obligations under this Agreement;

(d) this Agreement has been duly authorized, executed, and delivered by the Department and constitutes a valid and legally binding obligation of the Department, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(e) there is no action, suit, proceeding, investigation, or litigation pending and served on the Department which challenges the Department's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the Comprehensive Agreement, or which challenges the authority of the Department official executing this Agreement or the Comprehensive Agreement, and the Department has disclosed to the Commission any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the Department is aware;

(f) the Department has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the Comprehensive Agreement and is otherwise in material compliance with the Legal Requirements applicable to the Department's procurement of the Comprehensive Agreement and the terms of the RFP; and

(g) the Department has developed Parts 2 and 5 of the RFP and the Project Budget, including, without limitation, the contingency reserves, with requisite diligence and otherwise in a manner consistent with the Department's standard policies, procedures, and protocols applicable to its development of technical requirements, specifications and budgets for (x) large-scale design-build projects and (y) major highway, bridge and tunnel projects where the Commonwealth or the Department bears the cost of the project.

Section 1.05 Representations and Warranties of the Commission

The Commission hereby represents and warrants to the Department as of the date hereof and, except in the case of Section 1.05(e) (*Representations and Warranties of the Commission*) below, as of the date on which this Agreement becomes effective pursuant to Section 7.01(a) (*Term; Termination*), as follows:

(a) the Commission is a body politic and a political subdivision of the Commonwealth, and has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) each person executing this Agreement on behalf of the Commission has been or at such time will be duly authorized to execute and deliver this Agreement on behalf of the Commission;

(c) the execution and delivery by the Commission of this Agreement, and the performance of its obligations hereunder, will not conflict with, and will not result, at the time of execution, in a default under or violation of, (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Legal Requirement, where such violation will have a material adverse effect on the ability of the Commission to perform its obligations under this Agreement;

(d) this Agreement has been duly authorized, executed, and delivered by the Commission and constitutes a valid and legally binding obligation of the Commission, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(e) there is no action, suit, proceeding, investigation, or litigation pending and served on the Commission which challenges the Commission's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the Commission official executing this Agreement, and the Commission has disclosed to the Department any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the Commission is aware; and

(f) the Commission has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement, and is otherwise in material compliance with all Legal Requirements applicable to the Commission or its activities in connection with this Agreement.

ARTICLE 2.

PROCUREMENT OF THE PROJECT

Section 2.01 General Obligations of the Department

(a) The Department shall procure all work necessary to design and construct the Project, which is generally described in Exhibit 2 (*Project Scope*), in accordance with (i) any and

all applicable federal, state, and local laws and regulations (including, without limitation, the PPTA) and (ii) all terms and conditions of this Agreement, including, without limitation, the Project Budget, which Project Budget may be amended from time to time by (and only by) mutual written agreement of the Parties.

(b) The Department shall select contractors and contract with contractors in a manner that is consistent in all material respects with the policies, procedures and practices that the Department uses where the Commonwealth or the Department bears the cost of a project. For example, the Department 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).

Section 2.02 Commission Involvement in Procurement Activities

The Department has, and shall continue to, involve the Commission in the procurement of the Project, including by:

(a) providing updates on at least a weekly basis to the Executive Director regarding the status of the procurement process;

(b) providing briefings to the Commission, as requested; *provided* that the Department may conduct such briefings after briefing CTB on the same topics if the Department determines it must make such a briefing to CTB before making the requested briefing to the Commission;

(c) providing the Commission an opportunity to participate in proprietary meetings with each Offeror to discuss commercial terms, technical requirements, alternative technical concepts, or other matters relating to the development of proposals by the Offerors;

(d) providing the Commission an opportunity to provide feedback on the terms of the RFP prior to the deadline set forth in the RFP for the Department to issue addenda or supplements to the RFP;

(e) providing the Commission an opportunity to review proposals, provide input to the Department's evaluation team, and observe the scoring of proposals (on a non-voting basis); and

(f) providing the Commission with the final, complete form of the Comprehensive Agreement (including all exhibits, appendices and attachments thereto) in accordance with Section 4.01 below.

Section 2.03 Cancellation of the Procurement

Pursuant to the terms of the RFP, the Department reserves the right to, among other things, cancel or withdraw the RFP at any time. The Department acknowledges and agrees that, should the Department determine that cancelling or withdrawing the RFP is in its best interests, the Department shall consult with the Commission regarding such determination. If the Commission disagrees with the Department's determination to cancel or withdraw the RFP, the Department and the Commission will resolve the disagreement in accordance with dispute resolution procedures set forth in Article 6 (Dispute Resolution). If the Commission agrees with the Department's

determination to cancel or withdraw the RFP or the Department's action is authorized pursuant to the dispute resolution procedures, then the Department may proceed to cancel or withdraw the RFP after giving prior notice to the Commission.

ARTICLE 3.

PROJECT FUNDING

Section 3.01 General Rights and Obligations of the Commission

(a) Subject to Section 3.01(b) (General Rights and Obligations of the Commission), the limitations as to amounts set forth in Section 3.03 (Maximum Commission Financial Commitment) and Section 3.04 (Maximum Cumulative Compensation Amount Under Comprehensive Agreement), and the limitations set forth in Section 7.02 (Appropriations Requirements), the Commission shall:

(i) Subject to Section 5.02 (Payment Requisitions), reimburse the Department for the payments made by the Department to the Design-Builder under the Comprehensive Agreement in respect of:

- (A) Commission-Funded Design-Build Costs;
- (B) Authorized Commission-Funded Work Order Costs;
- (C) Authorized Commission-Funded Claims Costs;
- (D) No Excuses Incentive Payment; and
- (E) Commission-Funded ROW Costs.

(ii) Subject to Section 3.07 (Administration Costs), satisfy the Commission-Funded Administration Costs; and

(iii) Reimburse the Department for the Unsuccessful Offeror Proposal Payment (which payment shall be paid from the Commission-Supported Contingency Reserve).

(b) Notwithstanding anything to the contrary set forth in this Agreement, the Commission shall not have any obligation to pay or reimburse the Department for any of the following:

(i) any cost or expense, whether budgeted or not, arising from or relating to the South Island Trestle Bridge Replacement Work or Deferred/Preventive Maintenance Work, including, without limitation, (A) compensation payable to the Design-Builder under the Comprehensive Agreement for the performance of such work, (B) amounts payable pursuant to Work Orders or claims arising from or relating to such work under the Comprehensive Agreement, or (C) the Department-Funded Administration Costs;

(ii) any amounts due to the Design-Builder under the Comprehensive Agreement to the extent the payment of such amounts, when combined with any other amounts paid by the Commission under this Agreement (including Administration Costs), would cause the aggregate amount of all the Commission's payments in relation to the Project to exceed the Maximum Commission Financial Commitment, unless and then solely to the extent the Commission expressly agrees under Section 3.09 (Additional Costs; Claims) to pay such amounts;

(iii) any cost or expense arising from or relating to the Early Work in excess of the limitations set forth in Section 3.12 (Early Work Funding);

(iv) any cost or expense arising from or relating to the I-564 Direct Connections unless and then solely to the extent the Commission expressly agrees (A) to the addition of the I-564 Direct Connections to the Design-Builder's scope of work under the Comprehensive Agreement in accordance with Section 4.09 (Optional Work: I-564 Direct Connections; Bridge Repair Option Work) and (B) to fund such cost or expense;

(v) the payment of the No Excuses Incentive Payment unless the Department is in compliance with its obligations set forth in Section 4.07 (No Excuses Incentive Payment);

(vi) any cost or expense arising from or relating to any Work Order or resolution of any claim that was required to be approved by the Commission pursuant to the terms of this Agreement but for which the Department did not receive the Commission's approval prior to the Department's execution of such Work Order; or

(vii) any cost or expense (including, without limitation, any compensation to the Design-Builder) arising out of or resulting from the Department's negligence, willful misconduct, violation of law, or breach of the Comprehensive Agreement or this Agreement (any such negligence, willful misconduct, violation, or breach constituting "Department Fault").

(c) The Commission shall be the sole determinant of the source of the Commission-Controlled Moneys to be provided and allocated to the Project and the amounts of any Commission-Controlled Moneys, if any, to be provided in excess of the Maximum Commission Financial Commitment.

(d) If funding from an additional federal or Commonwealth source is rescinded or otherwise becomes unavailable, the Commission (i) shall not be responsible for any amount in excess of the Maximum Commission Financial Commitment and (ii) may, at its option and in its sole discretion, (A) replace said reduced funding with Commission Controlled-Moneys or (B) request the Department to immediately suspend all work relating to the Project, whereupon the Parties will collaborate and consider the solutions (in order of priority) identified in clauses (i) through (iv) of Section 3.09 (Additional Costs; Claims); *provided* that, if (x) the Commission requests suspension, (y) the funding was not scheduled to be applied to a Department-Funded Design-Build Cost, and (z) the unavailability of the funding does not arise out of or result from Department Fault, the Commission shall be responsible for the costs reasonably incurred in

connection with such suspension. If the reduced funding was scheduled to be applied to a Department-Funded Design-Build Cost, the Department will use its best efforts to replace the reduced funding. If the Commission or the Department does not replace the reduced funding or the Commission does not request the Department to suspend or discontinue work, the Department may reduce the Project scope or take any other actions needed to reduce Project costs.

(e) The Commission-Funded Budget assumes the inclusion of \$345,000,000 of toll-backed debt, and otherwise has been prepared without applying any Applicable Additional Funds. As soon as practicable after any Applicable Additional Funds are made available to the Project, Exhibit 3 (Project Budget) shall be updated by the Parties in a mutually acceptable manner to apply the Applicable Additional Funds to the Commission-Funded Budget by reducing the amount of Commission-Controlled Moneys assumed in the Commission-Funded Budget by an amount equal to the Applicable Additional Funds. The Parties shall undertake such update in good faith with the goal of producing a schedule that fairly accounts for when the Applicable Additional Funds will be available and will reduce the amounts that would otherwise be due from the Commission.

Section 3.02 General Obligations of the Department

(a) The Department shall not use any funds provided by the Commission, including the funds specified in Exhibit 3 (Project Budget), to pay any Project cost if (i) the HRTAC Act does not permit such Project cost to be paid with Commission-Controlled Moneys or (ii) such application of funds is not authorized by the terms of this Agreement.

(b) The Department (i) acknowledges that federal and Commonwealth funds and loans are being solicited or applied for by the Commission and/or the HRTPO for the Project, (ii) agrees to provide the Commission and the HRTPO with such support as may reasonably be requested in connection therewith, and (iii) agrees that if federal and/or Commonwealth funds are or have been awarded or committed to the Project (in addition to Commission Controlled-Moneys), the Department shall (A) take any and all necessary actions to satisfy any conditions to such additional federal and/or Commonwealth funding (provided that such actions are within the control of the Department) and to enforce any commitments made in connection therewith and (B) comply with all applicable federal and Commonwealth funding requirements within the control or purview of the Department.

(c) No later than ninety (90) days after the date on which the Department makes final payment to the Design-Builder, and all claims relating to the Project have been resolved or are barred, in accordance with the Comprehensive Agreement, (i) the Department shall release or return to the Commission any unexpended funds that were to be supplied, or have been supplied, by the Commission, and (ii) the Commission shall not have any further obligations under this Agreement.

(d) The Department shall reimburse the Commission (or, at the direction of the Commission, such other entity as may have provided funds) for all funds provided by the Commission (or on behalf of the Commission) and, to the extent applicable and permitted by law, with interest for the period between the advancement date and the reimbursement date, calculated using the Applicable Rate, that (i) the Department misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, any term or condition of this

Agreement, or any term or condition of the Comprehensive Agreement, or (ii) the Department paid to the Design-Builder or other third party and subsequently recouped.

(e) No later than ninety (90) days following the date on which the Department makes final payment to the Design-Builder pursuant to the Comprehensive Agreement, the Department shall certify to the Commission that that the Department has adhered to all applicable laws and regulations and all requirements of this Agreement.

Section 3.03 Maximum Commission Financial Commitment

(a) Notwithstanding anything to the contrary set forth in this Agreement, the Commission's maximum financial commitment to the Project pursuant to this Agreement (which is subject to Section 7.02 (Appropriations Requirements)), shall not exceed an amount equal to the difference of (i) (A) three billion two-hundred seventeen million dollars (\$3,217,000,000) (as determined in year-of-expenditure dollars) *plus* (B) if the three hundred forty-five million dollars (\$345,000,000) in toll-backed financing contemplated by the Commission's funding plan is received by the Commission, three hundred forty-five million dollars (\$345,000,000), *minus* (ii) the Applicable Award Funds and Excess CTB-Sourced Toll Funds (the difference of (i) and (ii), the "Maximum Commission Financial Commitment"). (For example, (x) if the Commission does not receive the \$345,000,000 in toll-backed financing and does not receive any Applicable Award Funds, the Maximum Commission Financial Commitment would be \$3,217,000,000, (y) if the Commission receives the \$345,000,000 in toll-backed financing, but does not receive any Applicable Award Funds, the Maximum Commission Financial Commitment would be \$3,562,000,000, and (z) if the Commission receives the \$345,000,000 in toll-backed financing and Applicable Award Funds of \$100,000,000 are allocated to the Project, the Maximum Commission Financial Commitment would be \$3,462,000,000.)

(b) Subject to the terms and conditions otherwise set forth in this Agreement, the Maximum Commission Financial Commitment shall be available for the following (and solely the following) purposes (all dollar amounts are year-of-expenditures):

(i) amounts to pay in accordance with Section 3.01(a) (General Rights and Obligations of the Commission) the costs of designing and constructing the Base Scope, other than (A) the South Island Trestle Bridge Replacement Work and (B) Deferred/Preventive Maintenance Work;

(ii) Commission-Funded ROW Costs;

(iii) the No Excuses Incentive Payment, if any, earned by the Design-Builder pursuant to the Comprehensive Agreement, in an amount not to exceed ninety million dollars (\$90,000,000);

(iv) the Commission's *pro rata* share of the Administration Costs;

(v) the Commission-Supported Contingency Reserve, as further described in Section 3.08(b) (Availability of Contingency Reserves; Tracking); and

(vi) the Proposal Payment (as defined in the RFP), if any, to be made to the unsuccessful Offeror pursuant to the RFP, in an amount not to exceed four million dollars (\$4,000,000) (the “Unsuccessful Offeror Proposal Payment”).

Section 3.04 Maximum Cumulative Compensation Amount Under Comprehensive Agreement

(a) The Parties acknowledge and agree that the Comprehensive Agreement will set forth a maximum cumulative compensation amount (the “Maximum Cumulative Compensation Amount”) for each month of construction of the Project and that, in any given month, the Design-Builder shall not be entitled to receive payments from the Department in excess of the Maximum Cumulative Compensation Amount for such month, unless otherwise agreed by the Parties.

(b) The Parties further acknowledge and agree that the Maximum Cumulative Compensation Amounts will be aligned with Exhibit 3 (Project Budget) and Exhibit 5, (Estimated Costs and Payout Schedule) to ensure that the Commission will have sufficient cash flows to pay for work performed in a given month up to the difference of (i) the Maximum Cumulative Compensation Amount for such month minus (ii) any Accelerated Payment (defined below) not previously deducted through application of this clause (ii).

(c) In any circumstance where the Department seeks to advance the funding schedule for the Project by exceeding the Maximum Cumulative Compensation Amount in one or more months, the Department shall submit a written request to the Executive Director explaining the Department’s reasons why the acceleration of the funding schedule is in the best interests of the Project. Within seven (7) days of such written request, the Commission will evaluate the request and determine whether to provide any of the accelerated funding (the Commission’s decision will be made by the Chair and Executive Director, if the amount to be provided is less than twenty million dollars (\$20,000,000)). Any funding provided on an accelerated basis shall be an “Accelerated Payment.”

(d) The foregoing shall not prohibit the Department from providing its own funds to pay the costs of work for which the Commission is responsible under this Agreement in excess of the applicable Maximum Cumulative Compensation Amount(s) and from requesting reimbursement from the Commission of the funds advanced (without interest). The Department recognizes that the Commission’s reimbursement to the Department for having advanced any such funds will be dependent upon (i) the Commission’s cash flow position at the time such a request for reimbursement is submitted and (ii) the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Exhibit 3 (Project Budget) and Exhibit 5 (Estimated Costs and Payout Schedule).

Section 3.05 Commission Cash Flow Estimates; Reporting; Cash Flow Reserve

(a) The Department shall assist the Commission to periodically update its cash flow estimates for the Project, with the objective of keeping such estimates accurate throughout the performance of the Project; *provided* that any such updates shall not reduce the Maximum Cumulative Compensation Amounts for any month as set forth in the Comprehensive Agreement. The Department shall provide all available information reasonably required by the Commission so

as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the construction of the Project; without limiting the foregoing, the Department shall provide the Commission in a timely manner the reports set forth on Exhibit 6 (Reports to be Provided by the Department).

(b) Beginning with the first month following the Department's issuance of LNTP1 and continuing each month thereafter until the Final Completion Date, the Department shall provide the Executive Director with a monthly report that includes the information described in Exhibit 6 (Reports to be Provided by the Department).

Section 3.06 Development and Procurement Costs

The Department and the Commission have entered into a Standard Project Agreement for the Funding and Administration for the HRCS Preferred Alternative Refinement (UPC 110577) dated March 16, 2017, as amended on December 13, 2018, pursuant to which the Commission agreed to reimburse the Department for up to thirty million dollars (\$30,000,000) in costs incurred with respect to the development and procurement of the Project. Such commitment has been separately fulfilled and does not have any effect on the Maximum Commission Financial Commitment under this Agreement.

Section 3.07 Administration Costs

(a) The Parties shall be responsible for the Administration Costs *pro rata*. For purposes of this Agreement, "Administration Costs" means those costs incurred by the Department following the execution of the Comprehensive Agreement that relate to the administration of the Comprehensive Agreement (other than any compensation or other payments to the Design-Builder pursuant to the Comprehensive Agreement) and are of the type customarily incurred by public owners to administer projects of similar size and scope to the Project, such as, without limitation, the costs described on Exhibit 7 (Examples of Administration Costs). The Department will use best efforts to keep Administration Costs below one hundred twenty-two million dollars (\$122,000,000) in the aggregate (for the avoidance of doubt, costs below such threshold shall be borne ratably). If aggregated Administration Costs exceed one hundred twenty-two million dollars (\$122,000,000), but are less than one hundred thirty-six million dollars (\$136,000,000), the Department will provide written notice and justification to the Commission for the additional Administration Costs (which shall be borne ratably), and such additional Administration Costs shall be paid from the Commission-Supported Contingency Reserve and the Department-Supported Contingency Reserve, as applicable. If Administration Costs exceed one hundred thirty-six million dollars (\$136,000,000) in the aggregate (the "Admin Cost Subcap"), then the Department will be financially responsible for all Administration Costs above the Admin Cost Subcap, *provided that*, the Department may seek, and will be entitled to receive, reimbursement from the Commission for the Commission's ratable share of Administration Costs above the Admin Cost Subcap when the Project has achieved Final Completion and all claims relating to the Project have been resolved or are barred, but only to the extent there is a remaining balance in the Commission-Supported Contingency Reserve. Notwithstanding any other provision of this Agreement, the Administration Costs shall not exceed one hundred fifty million dollars (\$150,000,000) in the aggregate (the "Admin Cost Cap").

(b) Notwithstanding anything to the contrary in Section 3.07(a) (Administrative Costs), the Admin Cost Subcap shall be subject to reduction (and not increase) as follows: if the incurrence by the Department of Administration Costs in excess of one hundred twenty-two million dollars (\$122,000,000) in the aggregate would, after apportioning a ratable share to the Commission, cause the remaining balance of the Commission-Supported Contingency Reserve to fall below the then-applicable Minimum Commission-Supported Contingency Amount, then, for purposes of Section 3.07(a) (Administrative Costs), the ratable share of Administrative Costs in excess of the one hundred twenty-two million dollars (\$122,000,000) threshold that are reimbursable by the Commission shall be limited to those excess costs (the “Covered Excess Costs”) that would not cause the remaining balance of the Commission-Supported Contingency Reserve to fall below the then-applicable Minimum Commission Supported Contingency Amount, and the Admin Cost Subcap will be reduced to an amount equal to the sum of (i) one hundred twenty-two million dollars (\$122,000,000), plus (ii) the quotient determined by dividing (A) the Covered Excess Costs, by (B) the Commission’s *pro rata* share.

Section 3.08 Availability of Contingency Reserves; Tracking

(a) As part of its allocations to the Project for the South Island Trestle Bridge Replacement Work, the Department shall allocate, as a contingency reserve, an amount equal to nine million five hundred seventy-one thousand seven hundred twenty-three dollars (\$9,571,723) (the “Department-Supported Contingency Reserve”), to preserve funding capacity if the costs relating to the South Island Trestle Bridge Replacement Work exceed the costs for that work identified in the Department-Funded Budget.

(b) (i) As part of its allocations to the Project (and a component part of the Maximum Commission Financial Commitment), the Commission shall allocate, as a contingency reserve, an amount equal to three hundred twenty-five million four hundred twenty-eight thousand two hundred seventy-seven dollars (\$325,428,277) (the “Commission-Supported Contingency Reserve”), to preserve funding capacity if the Project costs for which the Commission is responsible under this Agreement (the payment of which is subject to Section 3.01 (General Rights and Obligations of the Commission) and the limitations referenced therein), exceed the costs for that work identified in the Commission-Funded Budget. The Commission-Supported Contingency Reserve shall be allocated initially as follows: (A) one hundred twenty-five million four hundred twenty-eight thousand two hundred seventy-seven dollars (\$125,428,277) from Commission-Controlled Moneys made available by the Commission and (B) two hundred million dollars (\$200,000,000) made available by the Department, pursuant to action by the CTB on March 21, 2019 of its intent to award, on or before July 1, 2019, a SMART SCALE award to the Project in the amount of two hundred million dollars (\$200,000,000) (the “SMART SCALE Funds”) anticipated by Exhibit 3 (Project Budget). Following final action by the CTB to award the SMART SCALE Funds to the Project, the Parties shall allocate the SMART SCALE Funds to the payment of Commission-Funded Design-Build Costs, and the Commission-Controlled Moneys displaced by such allocation will continue to be available as part of the Maximum Commission Financial Commitment, but through the Commission-Supported Contingency Reserve.

(ii) If SMART SCALE Funds are not awarded or the amount awarded is less than the full two hundred million dollars (\$200,000,000), the Department shall make available funds, as and when needed, to replace the SMART SCALE Funds not received (i.e., the

difference), from such other funds lawfully available to the Department for such purpose; the Parties will allocate the replacement funds to the payment of Commission-Funded Design-Build Costs and the Commission-Controlled Moneys displaced by such allocation will continue to be available as part of the Maximum Commission Financial Commitment, but through the Commission-Supported Contingency Reserve.

(c) For the avoidance of doubt, the Department-Supported Contingency Reserve and the Commission-Supported Contingency Reserve are separate, independent reserves and each reserve is available only for the purposes specified in this Agreement for that reserve (and may not be used for any purpose for which the other reserve has been established).

(d) At regular intervals during construction of the Project, including at the expiration of the Scope Validation Period, the Department will reassess in good faith and in consultation with the Commission, taking into account all material information (including, without limitation, any net savings), whether the contingency reserve amounts established pursuant to this Section 3.08 (Availability of Contingency Reserves; Tracking) may be reduced. Within ninety (90) days of determining that the Commission-Supported Contingency Reserve may be reduced, the Department will notify the Commission and the Commission will be entitled to the benefit of the entire reduction in the Commission-Supported Contingency Reserve to the extent permitted by applicable law.

(e) The Department shall maintain an account ledger for each of the Department-Supported Contingency Reserve and the Commission-Supported Contingency Reserve. The beginning balance in each reserve shall be the full amount established under this Agreement. The Department shall reduce the balance maintained with respect to a reserve to account for each payment made out of that reserve under the terms of this Agreement. The Department shall provide the Commission with a monthly report (in such format as the Parties may reasonably agree) identifying, for that month and cumulatively, the adjustments to the balance.

Section 3.09 Additional Costs; Claims

(a) On a quarterly basis, or monthly, if the remaining balance of the Commission-Supported Contingency Reserve is less than the Minimum Commission-Supported Contingency Amount then-required, the Department shall evaluate whether the costs to complete the Project (that are subject to payment by the Commission), when combined with payments that have been made or that are then pending, could reasonably be expected to exceed the Commission-Funded Budget (such that the Commission will have funded its entire Maximum Commission Financial Commitment). Following completion of this analysis, the Department shall promptly notify the Executive Director of the results of its analysis, and if the Department determines that additional unbudgeted costs may be incurred to complete the Project (“Additional Costs”), the notice shall include (w) a description and itemization of the Additional Costs, (x) an explanation of how the Additional Costs arose and the assumptions in the Commission-Funded Budget and Department-Funded Budget, as applicable, regarding such costs, (y) an itemized estimate of the Additional Costs, and (z) if applicable, the certification required by clause (e) below. If the Department notifies the Commission that Additional Costs may be incurred, then, subject to clause (d) below, the Parties will collaborate and consider the following solutions (in order of priority):

- (i) reducing the Project scope, re-engineering, and/or considering value engineering options;
- (ii) re-applying to the Project any Commission-Controlled Moneys that have been supplanted in the Commission-Funded Budget by any Applicable Award Funds;
- (iii) identifying other funding sources; and
- (iv) terminating the Comprehensive Agreement.

(b) The Parties will implement any mutually-agreed solution. If the respective obligations of the Department and the Commission are modified by the mutually-agreed solution, then such modifications shall be set forth in a mutually acceptable amendment to this Agreement. If the Additional Costs can be offset dollar-for-dollar within the Commission-Funded Budget by effecting adjustments to the scope or design of the Project (and the Commission agrees to the option set forth in clause (i) of Section 3.09(a) above), then, subject to the other terms and limitations in this Agreement, such Additional Costs shall be paid from Commission-Controlled Moneys.

(c) The Parties acknowledge and agree that Additional Costs could result from one or more claims made by the Design-Builder pursuant to the Comprehensive Agreement. The Department shall promptly notify the Commission if any such claims are made or the Department receives a notice of intent to file a claim or other written communication from the Design-Builder 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 Commission-Supported Contingency Reserve or the Department-Supported Contingency Reserve (and the estimated effect thereon). The Department shall be responsible to handle all such claims and notices of intent, but the Department may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section 3.09(a) (Additional Costs; Claims) unless the settlement has been approved by the Commission.

(d) Notwithstanding anything to the contrary set forth herein, if any Additional Cost (including, without limitation, any Additional Cost relating to a Design-Builder claim described in Section 3.09(c) (Additional Costs; Claims) or other third party claim) either (i) arises out of or relates to the South Island Trestle Bridge Replacement Work or the Deferred/Preventive Maintenance Work, or both; or (ii) arises out of or results from Department Fault, the Department, not the Commission, shall be responsible for such costs.

(e) To the extent that neither item (i) nor item (ii) of Section 3.09(d) above applies to any Additional Cost, then the notice required by Section 3.09(a) above with respect to such Additional Cost shall be accompanied by a certification from the Department that it has determined in good faith that such Additional Cost neither (i) arises out of or relates to the South Island Trestle Bridge Replacement Work or the Deferred/Preventive Maintenance Work, or both, nor (ii) arises out of or results from Department Fault.

Section 3.10 SMART SCALE and other Award Funding

(a) Upon the award of the SMART SCALE Funds referenced in Section 3.08(b) and anticipated by Exhibit 3 (Project Budget) (and for which the CTB has evidenced its intent to award), the SMART SCALE Funds will be allocated to the Commission-Funded Design-Build Costs, but the SMART SCALE Funds will not be factored into the calculation of the Maximum Commission Financial Commitment, nor will payments in respect of such award be counted as funds provided by the Commission against the Maximum Commission Financial Commitment.

(b) If the Project receives any funding in addition to the SMART SCALE award of two hundred million dollars (\$200,000,000) anticipated by Exhibit 3 (Project Budget) from sources not already identified in Exhibit 3 (Project Budget) (e.g., INFRA), such award will reduce on a dollar-for-dollar basis the Commission-Controlled Moneys allocated to the Project or required to be funded by the Commission against the Maximum Commission Financial Commitment, except to the extent the Parties agree the basis or the lawful use of such award is to support or replace funding for any Project cost that is not the Commission's responsibility (such as the South Island Trestle Bridge Replacement Work) or to fund Additional Costs, in which case the Department and the Commission shall work together in good faith to determine how such additional funding should be applied to the Project, taking into consideration the reasons why such additional funding became available, and determine if and to what extent such additional funding should replace funding previously committed to the Project by the Commission and/or the Department pursuant to this Agreement.

Section 3.11 Funding the South Island Trestle Bridge Replacement Work

(a) The Department shall be responsible to (i) pay the costs of designing and constructing the South Island Trestle Bridge Replacement Work, (ii) pay its *pro rata* share of the Administration Costs, and (iii) allocate the Department-Supported Contingency Reserve (such costs, which are set forth on Exhibit 3 (Project Budget) collectively, the "South Island Trestle Bridge Replacement Costs").

(b) The Department shall be solely responsible for paying the South Island Trestle Bridge Replacement Costs. For the avoidance of doubt, the South Island Trestle Bridge Replacement Costs will not be supported by the Commission or the HRTF, or by any toll revenues collected with respect to any facility constructed or improved with funding provided by or from the Commission or the HRTF, including, without limitation, the Project.

(c) The Comprehensive Agreement includes a provision that gives the Department the right, exercisable at any time within one hundred eighty (180) days following execution of the Comprehensive Agreement and without additional consideration, to remove the South Island Trestle Bridge Replacement Work from the Project scope (the "Opt-Out Right").

(d) The Department has identified a funding source for the South Island Trestle Bridge Replacement Work, other than Commission-Controlled Moneys, toll backed financing, or the anticipated SMART SCALE award, and agrees not to exercise the Opt-Out Right.

Section 3.12 Early Work Funding

(a) The Department acknowledges and agrees that, in no event shall the total aggregate amount of compensation paid by the Commission in respect of Early Work exceed two hundred fifty million dollars (\$250,000,000), unless each of the conditions for the additional Early Work funding set forth in Section 5.1.1.4 of the Comprehensive Agreement are satisfied, in which case the total amount of compensation paid by the Commission in respect of Early Work shall be increased by an additional aggregate amount up to but not in excess of seventy-five million dollars (\$75,000,000) (such amount, the “Additional Early Work Funding”). (For the avoidance of doubt, any Additional Early Work Funding provided by the Commission shall reduce dollar-for-dollar the Commission-Funded Design-Build Costs that would otherwise be payable after NTP.)

(b) In the event the Department terminates the Comprehensive Agreement the Department will refund any Additional Early Work Funding actually paid by the Commission toward the Project if (i) the termination occurred prior to the issuance of NTP or (ii) the termination occurred within ninety (90) days of issuing NTP and, at the time NTP was issued, the Department had actual knowledge of the event or circumstance that was the primary reason for termination.

Section 3.13 Proportionality

(a) Whenever this Agreement requires costs, savings, or payments to be shared by the Parties *pro rata*, the portion of such costs, savings, or payments, as applicable, shared by each Party shall be calculated as follows:

(i) the Department’s share will be measured by applying the Department Sharing Percentage; and

(ii) the Commission’s share will be measured by applying a percentage equal to one hundred percent (100%) minus the Department Sharing Percentage.

Section 3.14 Department’s Covenants for Bond-Related Projects

The Department shall comply in all material respects with the Tax Covenants for Bond-Related Projects set forth in Exhibit 14 (Tax Covenants for Bond-Related Projects).

ARTICLE 4.

DELIVERY OF THE PROJECT

Section 4.01 General Obligations of the Department

(a) The Department shall perform or shall cause to be performed in accordance with the Department’s standards for highways, bridges and tunnels (and all applicable federal, state, and local laws and regulations) all design and engineering, all environmental work, and all permitting, right of way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions that may be necessary for completion of the Project.

(b) The Department acknowledges and agrees that it is solely responsible for the development, design, construction, and administration of the Project and all engagements, commitments and agreements with the Design-Builder. All such engagements, commitments and agreements with the Design-Builder shall be integrated into and evidenced by the Comprehensive Agreement. The Department shall enter into the Comprehensive Agreement with the Design-Builder on or before May 15, 2019. The final, complete form of the Comprehensive Agreement (including all exhibits, appendices and attachments thereto) shall reflect a fixed price for the Base Scope (Contract Price) of three billion two hundred ninety-nine million nine hundred ninety-seven thousand two hundred twenty-seven dollars (\$3,299,997,227) and shall be in substantially the form attached hereto as Exhibit 8 (Form of Comprehensive Agreement). Before executing and delivering the Comprehensive Agreement, the Department shall provide the Commission with the final, complete form of the Comprehensive Agreement (including all exhibits, appendices and attachments thereto) and shall identify all modifications to the form attached as Exhibit 8 (Form of Comprehensive Agreement). The Department shall not incorporate any material modification into the final, complete form of the Comprehensive Agreement, or thereafter make any material amendment to the Comprehensive Agreement, except for any Work Order permitted under Section 4.03 (Work Orders Increasing the Contract Price).

(c) The Department shall perform its responsibilities in accordance with the terms of the Comprehensive Agreement, applicable law, and in a manner that is consistent in all material respects with the policies, procedures and practices that the Department uses where the Commonwealth or Department bears the cost of a project. Without limiting the foregoing, the Department shall (i) administer and enforce all contracts with contractors, including, without limitation, the Comprehensive Agreement, and (ii) ensure that the Design-Builder maintains the payment and performance security and insurance in the amounts and with the terms and coverages required by the Comprehensive Agreement. Without limiting the foregoing, the Department shall ensure that the Design-Builder names the Commission, its members, officers, employees, agents and the Commission's bond trustee, Wilmington Trust National Association (or its successor as Commission shall identify in writing to the Department) as additional insureds under all insurance policies.

(d) If the Department determines that a delay will more likely than not prevent the timely completion of a material phase of the Project (*e.g.*, preliminary engineering or right-of-way acquisition), or achievement of Substantial Completion by the Substantial Completion Deadline or achievement of Final Completion by the Final Completion Deadline, the Department shall notify the Commission in writing and provide the Commission with such information as the Commission may reasonably request, including information pertaining to potential corrective measures and remedies against the Design-Builder. If the Department and the Commission mutually develop a model notice for such purposes, the Department's notice will follow the format of the model.

(e) The Department acknowledges and agrees that the Department is solely responsible to obtain or cause its contractors to obtain, and shall obtain, all permits, permissions and approvals necessary to design, construct and operate the Project, whether before, upon or following Final Completion, including, but not limited to, all those required by the Department and all local land use permits, zoning approvals, environmental permits, and regulatory approvals.

(f) With respect to the management of the Comprehensive Agreement, the Department acknowledges and agrees that it shall:

(i) refrain from taking any of the actions set forth in Section 1 of Exhibit 13 (Limitations on Actions under Comprehensive Agreement) without the prior written consent of the Commission, which consent shall not be unreasonably withheld;

(ii) refrain from taking any of the actions set forth in Section 2 of Exhibit 13 (Limitations on Actions under Comprehensive Agreement) without first consulting the Commission and permitting the Commission a reasonable opportunity to provide input on the advisability of the proposed action, the potential ramifications thereof, and any viable alternatives to the proposed action; and

(iii) either take or refrain from taking, as applicable, any of the actions set forth Section 3 of Exhibit 13 (Limitations on Actions under Comprehensive Agreement) upon its receipt of written request from the Commission;

provided that, with respect to any action that is subject to the requirements of this Section 4.01(f), the Commission, acting through the Executive Director, shall have the right to discuss such action directly with the Commissioner.

Section 4.02 Ownership and Use of the Project Following Final Completion

(a) Subject to and consistent with the requirements of Section 7.02 (Appropriations Requirements), upon final payment to the Design-Builder, the Department will own and use the Project for its intended purposes for the duration of the Project's useful life.

(b) Following Final Completion, the Department shall be responsible to operate and maintain the Project at its own cost and expense and without the use of any toll revenues generated by the Project; *provided* that under, and subject to the terms of, the Master Tolling Agreement, the Department may be entitled to use any such toll revenues to pay (i) the costs of collecting and enforcing tolls on the Project (including related back office costs) and (ii) for the installation, operation, and maintenance of the Project's toll collections operating system and equipment.

(c) For the avoidance of doubt, the Commission shall not, under any circumstance, have any responsibility or obligation to operate or maintain the Project, whether before, upon or following Final Completion, to provide funding for roadway operations or maintenance, or to provide funding to correct any defects.

Section 4.03 Work Orders Increasing the Contract Price; Claims

Subject to Section 4.03(f) (Work Orders Increasing the Contract Price; Claims), prior to issuing to the Design-Builder any Work Order increasing the Contract Price, the Department shall coordinate with the Commission and, if required under this Section 4.03 (Work Orders Increasing the Contract Price; Claims), secure the Commission's approval in accordance with the protocols set forth in this Section 4.03 (Work Orders Increasing the Contract Price; Claims). Similarly, subject to Section 4.03(i) (Work Orders Increasing the Contract Price; Claims), prior to resolving any claim, the Department shall coordinate with the Commission and, if required under this

Section 4.03 (Work Orders Increasing the Contract Price; Claims), secure the Commission's approval in accordance with the protocols set forth in this Section 4.03 (Work Orders Increasing the Contract Price; Claims).

(a) With respect to proposed Work Orders arising from any Differing Roadway and Bridge Improvements Scope Issues identified by Design-Builder during the Scope Validation Period, the Department shall have sole authority to execute any such proposed Work Orders up to a total aggregate value of twenty percent (20%) of the Commission-Supported Contingency Reserve; *provided that*, prior to executing a proposed Work Order with a value exceeding twenty million dollars (\$20,000,000) (net increase), the Department shall (x) provide to the Chair and the Executive Director a written briefing report regarding the nature of such proposed Work Order and the basis for the Department's desire to execute it, (y) timely respond to any reasonable requests by the Commission for additional information, and (z) allow the Chair and/or Executive Director (along with the Commission's advisors) a reasonable opportunity to provide input on the proposed Work Order. Should the value of any Work Order arising from any Differing Roadway and Bridge Improvements Scope Issues identified during the Scope Validation Period, when taken together with all other Work Orders arising from issues encountered during the Scope Validation Period, cause the total aggregate value to exceed twenty percent (20%) of the Commission-Supported Contingency Reserve Amount, the Department shall obtain the written approval of Commission in accordance with clause (e) below prior to executing any additional Work Orders arising from any Differing Roadway and Bridge Improvements Scope Issues identified by the Design-Builder during the Scope Validation Period.

(b) With respect to proposed Work Orders arising either (i) from issues other than Differing Roadway and Bridge Improvements Scope Issues identified by the Design-Builder during the Scope Validation Period or (ii) after the Scope Validation Period, the Department shall have sole authority to execute such Work Orders up to a value of twenty million dollars (\$20,000,000) (net increase) per Work Order; *provided that*, prior to executing a proposed Work Order with a value exceeding five million dollars (\$5,000,000) (net increase), the Department shall (x) provide to the Chair and/or the Executive Director a written briefing report regarding the nature of such proposed Work Order and the basis for the Department's desire to execute it, (y) timely respond to any reasonable requests by the Commission for additional information, and (z) allow the Chair and/or Executive Director (along with the Commission's advisors) a reasonable opportunity to provide input on the proposed Work Order. Should the value of any proposed Work Order exceed twenty million dollars (\$20,000,000), the Department shall obtain the written approval of the Commission in accordance with clause (e) below prior to executing such proposed Work Order.

(c) In addition to the requirements of clause (a) and clause (b) above, if the execution of any proposed Work Order would cause the remaining balance of the Commission-Supported Contingency Reserve to fall below the then-applicable Minimum Commission-Supported Contingency Amount (as defined in clause (d) below), then the Department shall obtain the written approval of the Commission in accordance with clause (e) below prior to executing such proposed Work Order.

(d) The "Minimum Commission-Supported Contingency Amount" shall be determined as follows:

(i) for the period between the date on which the Department issues LNTP1 and the date that is ninety (90) days following the expiration of the Scope Validation Period, the Minimum Commission-Supported Contingency Amount shall be equal to eighty percent (80%) of the Commission-Supported Contingency Reserve;

(ii) for the period between the ninety-first (91st) day following the expiration of the Scope Validation Period and the date on which the Department issues NTP, the Minimum Commission-Supported Contingency Amount shall be equal to sixty percent (60%) of the Commission-Supported Contingency Reserve;

(iii) for the period between the Department's issuance of NTP and the date on which the Design-Builder completes tunnel excavation work the Minimum Commission-Supported Contingency Amount shall be equal to fifteen percent (15%) of the Commission-Supported Contingency Reserve;

(iv) for the period between the Design-Builder's completion of the tunnel excavation work and the Final Completion Date, the Minimum Commission-Supported Contingency Amount shall be equal to seven percent (7%) of the Commission-Supported Contingency Reserve; and

(v) for the period between the Final Completion Date and the date on which all claims relating to the Project are resolved, the Minimum Commission-Supported Contingency Amount shall be equal to zero percent (0%) of the Commission-Supported Contingency Reserve.

(e) Whenever written approval from the Commission is required pursuant to this Section 4.03 (Work Orders Increasing the Contract Price; Claims) prior to the Department's execution of a proposed Work Order, the Department's request for such approval will be processed by the Commission in accordance with the following procedures.

(i) Written approval of the Chair and the Executive Director, delivered after obtaining specific authorization from the Commission's governing body, shall be required with respect to any proposed Work Order that either (x) exceeds twenty million dollars (\$20,000,000) or (y) would surpass the aggregate limit set forth in clause (ii) below. The Commission's governing body will meet to consider on the Department's request for approval for any such Work Order within fifteen (15) calendar days of the Department's written request to the Commission for approval.

(ii) Written approval of the Chair and the Executive Director (without the necessity of specific authorization from the Commission's governing body) shall be required with respect to any proposed Work Order with a value equal to or less than twenty million dollars (\$20,000,000) (up to an aggregate limit of fifty million dollars (\$50,000,000) per project year for all such Work Orders, subject only to adjustments as set forth in Section 4.03(e)(iii) below). The Chair and the Executive Director will act on the Department's request for approval of any such Work Order within seven (7) calendar days of Department's written request to Commission for approval.

(iii) With respect to any proposed Work Order requiring the prior approval of Commission's full governing body, if a meeting of the Commission governing body is called within fifteen (15) calendar days of the Department's written request to the Commission for approval but the Commission's governing body is unable to consider the proposed Work Order at the meeting because a quorum is not present or the members present do not have the requisite voting power to act, then, within an additional fifteen (15) days, the Commission's governing body shall call another meeting to consider such proposed Work Order. If the Commission still is unable to consider the proposed Work Order at the meeting within such additional fifteen (15) days,, then for that Work Order, the aggregate annual limit of fifty million dollars (\$50,000,000) under Section 4.03(e)(ii) above with respect to decisions by the Chair and the Executive Director shall be deemed to have been increased by an additional fifty million dollars (\$50,000,000) (to an aggregate of one hundred million dollars (\$100,000,000)) and such proposed Work Order shall then be treated as a Work Order that is subject to review and approval by the Chair and the Executive Director under Section 4.03(e)(ii) above provided the value of such proposed Work Order is within the new aggregate limit established pursuant to this Section 4.03(e)(iii).

(iv) With respect to any proposed Work Order requiring the prior approval of the Chair and the Executive Director, if the Chair and the Executive Director do not provide the Department with an approval or rejection of the proposed Work Order within seven (7) calendar days of the Department's request to the Commission for approval, the proposed Work Order will be deemed approved by the Commission.

(v) For any proposed Work Order requiring prior written approval of the Commission, the Department shall (x) provide to the Commission a written briefing report regarding the nature of such proposed Work Order and the basis for the Department's desire to execute it and (y) timely respond to any reasonable requests by the Commission for additional information.

(f) Except as provided in Section 4.03(g), the requirements of this Section 4.03 (Work Orders Increasing the Contract Price; Claims) shall not apply with respect to any Work Order either (i) arising out of or relating to the South Island Trestle Bridge Replacement Work or the Deferred/Preventive Maintenance Work, or both, or (ii) arising out of or resulting from Department Fault. For those Work Orders, however, the Department shall keep the Commission informed in a timely manner when such a Work Order is being considered and of its ultimate disposition, and shall provide the Commission such information concerning such Work Orders as the Commission may reasonably request, including, without limitation: work description; cost and delay implications of the Work Order; and effect on Administration Costs and reserves.

(g) To the extent that Section 4.03(f) above does not apply to a Work Order, then, for each such Work Order, the Department shall provide to the Commission a certification that the Department has determined in good faith that the Work Order neither (i) arises out of or relates to the South Island Trestle Bridge Replacement Work or the Deferred/Preventive Maintenance Work, or both, nor (ii) arises out of or results from Department Fault.

(h) The Department shall promptly notify the Commission if any claim is made or the Department receives a notice of intent to file a claim or other written communication from the Design-Builder relating to a claim or contractual dispute (whether during or after the Scope Validation Period) that could result in increased contract costs, and whether in each such case the claimed amount is expected to have a material adverse effect on the Commission-Supported Contingency Reserve or the Department-Supported Contingency Reserve (and the estimated effect thereon). Any resolution of such claim proposed by the Department shall be subject to clause (a), clause (b) and clause (c) above as if the amount to be paid under the proposed resolution was a proposed Work Order in an equivalent amount.

(i) Except as provided in Section 4.03(j), the requirements of this Section 4.03 (Work Orders Increasing the Contract Price; Claims) shall not apply with respect to any claim either (i) arising out of or relating to the South Island Trestle Bridge Replacement Work or the Deferred/Preventive Maintenance Work, or both, or (ii) arising out of or resulting from Department Fault. For those claims, however, the Department shall keep the Commission informed in a timely manner when such a claim is being considered and of its ultimate disposition, and shall provide the Commission such information concerning such claims as the Commission may reasonably request.

(j) To the extent that Section 4.03(i) above does not apply to a claim, then, for each such claim, the Department shall provide to the Commission a certification that the Department has determined in good faith that the claim neither (i) arises out of or relates to the South Island Trestle Bridge Replacement Work or the Deferred/Preventive Maintenance Work, or both, nor (ii) arises out of or results from Department Fault.

Section 4.04 [Intentionally Omitted.]

Section 4.05 Contract Price Increases from Unit Price Work or Commodities Adjustments

The Comprehensive Agreement contains certain items, which are summarized on Exhibit 9 (Unit Price Work and Commodity Adjustment Items), for which actual corresponding compensation under the Comprehensive Agreement will fluctuate, without a corresponding Work Order, based on, as applicable (and as described on Exhibit 9 (Unit Price Work and Commodity Adjustment Items)), the actual units of work undertaken by the Design-Builder or the pricing of the applicable commodity. For such items, to the extent the cost of such items exceeds the amount estimated in the Design-Builder's price proposal, such excess will be paid out of the Commission-Supported Contingency Reserve or the Department-Supported Contingency Reserve, as applicable. In order to properly account for the effect of such excess costs, with each payment requisition under Section 5.02, the Department shall provide reasonable detail regarding increases resulting from unit pricing or commodities adjustments, including with respect thereto an identification of the aggregate amount invoiced that is payable out of the Commission-Supported Contingency Reserve or the Department-Supported Contingency Reserve. Solely for purposes of this Section 4.05, the Bridge Repair Option Work shall not be treated as unit price work and the payment of the cost of such work shall be in accordance with Section 4.09 (Optional Work: I-564 Direct Connections; Bridge Repair Option Work).

Section 4.06 Changes to Comprehensive Agreement that Reduce Contract Price

(a) With respect to modifications to the Comprehensive Agreement that reduce the Contract Price, (i) the Department will be entitled to any savings arising from reductions in costs relating to the South Island Trestle Bridge Replacement Work and (ii) the Commission will be entitled to any savings arising from reductions in costs relating to work other than the South Island Trestle Bridge Replacement Work. For modifications to the Comprehensive Agreement that reduce the Contract Price, the Parties will meet and confer to arrive at an equitable allocation in accordance with (i) and (ii) above, and if the Parties determine the savings are not reasonably divisible between (i) and (ii) above, the Parties will share such savings *pro rata* unless otherwise mutually agreed. If such a modification results in savings to the Commission, the Commission-Funded Design-Build Costs shall be reduced by the amount thereof (the “Commission-Cost Reduction Amount”).

(b) The Commission-Cost Reduction Amount shall be available to pay the cost of the Required Work, if any, in accordance with Section 4.09(b) (Optional Work: I-564 Direct Connections; Bridge Repair Option Work). If all or any portion of the Commission-Cost Reduction Amount remains following the use of such funds to pay the cost of Required Work the Commission-Supported Contingency Reserve will be increased by the amount of any remaining Commission-Cost Reduction Amount. For the avoidance of doubt, neither (i) the use of the Commission-Cost Reduction Amount to pay the cost of Required Work nor (ii) any increase to the Commission-Supported Contingency Reserve funded using the Commission-Cost Reduction Amount shall result in an increase to the Maximum Commission Financial Commitment.

Section 4.07 No Excuses Incentive Payment

(a) The Department shall include in the Comprehensive Agreement a mechanism by which the Design-Builder may earn a no excuses incentive payment for the early achievement of Substantial Completion (the “No Excuses Incentive Payment”) in an amount not to exceed ninety million dollars (\$90,000,000). The amount of the No Excuses Incentive Payment shall decline, progressively to zero dollars (\$0) over a five-month period during which the Design-Builder may achieve Substantial Completion, with no incentive payable if Substantial Completion is achieved on or after September 1, 2025.

(b) Notwithstanding any potential adjustments to the Contract Times under the Comprehensive Agreement to which the Design-Builder may be entitled, the deadlines relating to the calculation and payment of the No Excuses Incentive Payment shall not be adjusted for any cause, reason, or circumstance whatsoever, except upon the mutual agreement of the Department and the Commission. The Department shall not pay the No Excuses Incentive Payment (and the Commission shall not be liable therefor under Section 3.01(a)) unless all applicable conditions under the Comprehensive Agreement, including, without limitation, the Design-Builder’s release of all claims relating to the Project in accordance with the terms thereof, have been satisfied in full.

Section 4.08 Delay Liquidated Damages and Other Damages and Recoveries

(a) The Department shall include in the Comprehensive Agreement a liquidated damages regime whereby the Design-Builder is assessed liquidated damages if (i) Substantial Completion is not achieved by the Substantial Completion Deadline or (ii) Final Completion is not achieved by the Final Completion Deadline (such liquidated damages, the “Delay Liquidated Damages”).

(b) In the administration or enforcement of the Comprehensive Agreement, the Department may also receive certain other damages payments, insurance proceeds or recoveries from third parties, including, without limitation, payments from guarantors, sureties or insurers (collectively, “Other Damages and Recoveries”).

(c) Unless otherwise agreed by the Parties, the Delay Liquidated Damages paid by the Design-Builder to the Department and any Other Damages and Recoveries received by the Department will be shared by the Parties *pro rata*.

Section 4.09 Optional Work: I-564 Direct Connections; Bridge Repair Option Work

(a) Pursuant to the RFP, the Department has solicited pricing for the design and construction of the I-564 Direct Connections, as further described in Exhibit 2 (Project Scope), as a discrete line item in the price proposals submitted by the Offerors. Under the Comprehensive Agreement, the I-564 Direct Connections work shall be an option and shall not be added to the scope of work to be performed by the Design-Builder unless mutually-agreed by the Parties (and subject to the identification of a funding mechanism for the I-564 Direct Connections).

(b) Under the Comprehensive Agreement, the Bridge Repair Option Work shall be an option and shall not be added to the scope of work to be performed by the Design-Builder unless and until that work is addressed in the manner described in this Section 4.09(b).

(i) The Department shall give the Commission not less than thirty (30) days’ notice of the Department’s intent to exercise the option. Promptly following the Commission’s receipt of such notice, the parties shall meet to review the scope of the Bridge Repair Option Work and to mutually determine, acting reasonably, which components, if any, of the Bridge Repair Option Work constitute Deferred/Preventive Maintenance Work and which components, if any, of the Bridge Repair Option Work constitute work that is required to be completed in order to achieve Final Completion in accordance with the standards and specifications applicable to the Project and is not otherwise Deferred/Preventive Maintenance Work (such work required to achieve Final Completion, the “Required Work”).

(ii) The Department shall be entitled to add to the scope of work to be performed by the Design-Builder, via Work Order, the Bridge Repair Option Work that the parties determine constitutes Required Work and the cost of such work shall be funded in accordance with clause (iii) below. The Department shall be entitled to add to the scope of work to be performed by the Design-Builder, via Work Order, the Bridge Repair Option Work that the parties determine constitutes Deferred/Preventive Maintenance Work if and

only to the extent the Department assumes responsibility to pay the costs of such work from funds other than Commission-Controlled Moneys. For the avoidance of doubt, the Commission shall not be responsible in any manner for any costs associated with any Deferred/Preventive Maintenance Work; instead, all such costs shall be the sole responsibility of the Department.

(iii) The cost of the Required Work shall be funded as follows:

(A) *first*, from the savings, if any, to the Department arising from reductions in costs relating to the South Island Trestle Bridge Replacement Work pursuant to Section 4.06(a) (Changes to Comprehensive Agreement that Reduce Contract Price);

(B) *second*, to the extent the funds described in clause (A) above are not sufficient to pay the cost of the Required Work, from the savings, if any, to the Commission arising from reductions in costs relating to work other than South Island Trestle Bridge Replacement Work pursuant to Section 4.06(a) (Changes to Comprehensive Agreement that Reduce Contract Price); and

(C) *third*, to the extent the funds described in clause (A) and clause (B) are not sufficient to pay the cost of the Required Work, by the Department; *provided*, that upon Final Completion, the Department shall be entitled to request reimbursement of such costs in accordance with clause (iv) below.

(iv) If (x) the Project achieves Final Completion, (y) all claims relating to the Project have been resolved or are barred, and (z) the Commission has satisfied all of its payment obligations under this Agreement, expressly including all of its obligations under Section 3.01(a) (General Rights and Obligations of the Commission) and Section 3.07 (Administration Costs), there is still a remaining balance in the Commission-Supported Contingency Reserve, the Department may request reimbursement from the Commission of the amounts paid by the Department to the Design-Builder for the Required Work in accordance with Section 4.09(b)(iii)(C) (Optional Work: I-564 Direct Connections; Bridge Repair Option Work), not to exceed the remaining balance in the Commission-Supported Contingency Reserve. Upon receipt of such request, the parties will meet and confer in good faith to confirm that the Department is entitled to request reimbursement pursuant to the preceding sentence. In connection therewith, the Department shall deliver such certifications as the Commission may reasonably request. If (and to the extent) the Commission determines, in its reasonable discretion, that the reimbursement request has been properly made (and, for the avoidance of doubt, does not exceed the remaining balance in the Commission-Supported Contingency Reserve), the Commission will reimburse the Department the amount properly requested.

Section 4.10 Books and Records

(a) The Department shall 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.

(b) The Department shall maintain complete and accurate financial records relating to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable Commonwealth or federal records retention laws or regulations.

(c) The Department shall provide the Commission with electronic copies of (i) all monthly reports prepared by Design-Builder and submitted to the Department pursuant to the Comprehensive Agreement and (ii) upon the request of the Commission, copies of any investigation or inspection reports that the Department may have produced in connection with a review of the Design-Builder's books and records.

(d) The Department acknowledges and agrees that the Commission shall, upon reasonable notice, be afforded access to the Design-Builder's Books and Records in accordance with Section 7.5 (*Record Maintenance and Retention of Records*) of the Comprehensive Agreement.

(e) The Commission shall, upon making final payment to the Department 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.

Section 4.11 Commission Interest in Project Assets

(a) The Department 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 the Commission 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 the Department intends to sell, convey, or dispose any Asset funded with the Commission funds or intends to use any Asset for a purpose inconsistent with this Agreement, the Department shall notify the Executive Director in writing of any such intent before further action is taken by the Department in furtherance thereof. Upon receiving notification from the Department, the Executive Director shall notify the Commission's governing body of the Department's intended action(s). The Parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding the Department'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, the Department acknowledges that under the HRTAC Act and applicable law, the Commission is vested with the right to impose and collect tolls on facilities constructed by the Commission). All recommendations, proposed remedial actions developed by the Parties' designated representatives, and/or any proposed sale, conveyance or disposal of any Asset agreed upon during the meet and confer process shall be formally presented to the Commission and the Commissioner for their respective approval. Notwithstanding anything to the contrary in this Agreement, the Department acknowledges and agrees that (i) any concession agreement or similar arrangement related to or impacting the Project (or any part thereof) in any manner will be implemented only upon the parties' mutual agreement and (ii) the Commission

shall be entitled to withhold its approval for such a concession agreement or similar arrangement, whether initiated or to be implemented in accordance with the PPTA or otherwise, for any reason whatsoever as may be determined in the Commission's sole discretion, including but not limited to any other arrangement that would reasonably be expected to cause any of the Commission's outstanding bonds to be treated as taxable bonds or private activity bonds.

(b) If the Willoughby Spit Staging Area is acquired for the Project, then, promptly following the achievement of Final Completion, the Department shall ensure that all equipment is removed from the Willoughby Spit Staging Area (and that any other effects of the use are eliminated) and shall convey such property to the Commission at no further cost and expense to the Commission, unless the Commission otherwise directs.

Section 4.12 Early Termination of Comprehensive Agreement

(a) If the Department determines that termination of the Comprehensive Agreement is in the best interests of the Department and the Commission, the Department shall consult with the Commission regarding such determination. If the Commission disagrees with the Department's determination, the Parties shall resolve such disagreement in accordance with the dispute resolution procedures set forth in Article 6 (Dispute Resolution). If the Commission agrees with the Department's determination or the Department's termination of the Comprehensive Agreement is otherwise authorized through the dispute resolution procedures, then the Department may proceed to terminate the Comprehensive Agreement.

(b) The Department shall not finalize any settlement with the Design-Builder relating to a termination of the Comprehensive Agreement for the Department's convenience without the Commission's prior approval of any such settlement. Unless the Parties otherwise agree, each Party shall be responsible for paying its share of any such settlement on a *pro rata* basis.

(c) The Department shall terminate the Comprehensive Agreement upon the written request of the Commission if such request is due to any of the following circumstances:

(i) The Department has the right to terminate the Comprehensive Agreement for cause pursuant to Section 11.2 of Exhibit 1 to the Comprehensive Agreement (*General Conditions of Contract Between Department and Design-Builder*) but the Department has failed to exercise such right, and such failure is reasonably expected to have a material adverse effect on the Commission, following consultation between the Commission and the Department regarding the reasons, if any, for the Department's failure to exercise such right.

(ii) The Commission determines in good faith that (A) either (1) the Commission has suffered a material adverse change in its ability to satisfy its obligations under this Agreement or (2) the Commission's funding plan for the Project is unsustainable, and (B) it is in the best interests of the Commission that the Department terminate the Comprehensive Agreement for convenience pursuant to Article 8 of the Comprehensive Agreement; *provided* the Department shall have no obligation to terminate the Comprehensive Agreement pursuant to this Section 4.12(c)(ii) if and only if the

Department assumes responsibility to pay the cost of the Project using funding sources other than Commission-Controlled Moneys.

(iii) (A) The Department fails or refuses either to (1) enforce any of its material rights under the Comprehensive Agreement or (2) require compliance by the Successful Offeror of any of its material obligations thereunder, in either case, despite repeated Commission requests to the Department that it do so; (B) such failure or refusal of the Department is reasonably expected to have a material adverse effect on the Commission; and (C) the Commission determines in good faith that it is in the Commission's best interests that the Department terminate the Comprehensive Agreement for convenience pursuant to Article 8 of the Comprehensive Agreement. The Department shall have sixty (60) days following the written request of the Commission to terminate the Comprehensive Agreement to remedy such failure before the Department's duty to terminate the Comprehensive Agreement is effective.

(iv) The Commission determines, following the parties inability to reach agreement on the Master Tolling Agreement (i) on or before the later of (a) October 31, 2019, or (b) the Design-Builder's achievement of the LNTP1 Completion Milestone under the Comprehensive Agreement, or (ii) by April 30, 2020 without regard to the Design-Builder's achievement of the LNTP1 Completion Milestone under the Comprehensive Agreement, that it is in its interest to terminate the Comprehensive Agreement; *provided* that the Commission shall be responsible for all Project costs through the date of termination and all reasonable costs incurred by the Department pursuant to the terms of the Comprehensive Agreement to terminate the Comprehensive Agreement.

(d) If, upon terminating the Comprehensive Agreement, the Department takes possession of any materials, equipment (including, for the avoidance of doubt, the tunnel boring machine), scaffolds, tools, appliance, or other assets, the Department shall hold such assets in trust for the benefit of the Commission and the Department will liquidate such assets in such manner as the Parties may reasonably agree.

ARTICLE 5.

ADMINISTRATION OF THE AGREEMENT

Section 5.01 Program Coordinators

Each Party shall assign a person to serve as its program coordinator (the "Program Coordinator") for the Project, who will be responsible for review of the Project on behalf of it for purposes of ensuring the Project is being undertaken in compliance with this Agreement. Unless a different person is assigned, the Department's Senior Representative shall serve as its Program Coordinator, and the Commission's Executive Director shall serve as its Program Coordinator. The Commission's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with the Executive Director and the CFO (assuming other persons are serving in those capacities), all payment requisitions submitted by the Department for the Project. The Commission's Program Coordinator will have no independent authority to direct

changes or make additions, modifications, or revisions to the scope of the Project or the Exhibit 3 (Project Budget).

Section 5.02 Payment Requisitions

Subject to Section 3.03 (Maximum Commission Financial Commitment) and Section 3.04 (Maximum Cumulative Compensation Amount Under Comprehensive Agreement):

(a) Design-Build Requisitions

(i) Upon the Department's receipt of each request for payment from the Design-Builder (each a "DB Payment Request"), the Department shall provide to the Executive Director such DB Payment Request along with a request for payment in the form set forth in Exhibit 10 (Form of Payment Requisition – Design-Build) (each, a "Department DB Payment Request"). The Department DB Payment Request will request the entire amount shown in the DB Payment Request for which the Commission may be responsible under this Agreement (the "Initial DB Commission Payment Amount"), and set forth the date by which the Department will make payment to the Design-Builder, which date shall be no earlier than five (5) Business Days following the Executive Director's receipt of the Department DB Payment Request. On or before the date that is three (3) Business Days prior to the date on which the Department will make payment to the Design-Builder, the Commission shall pay to the Department the Initial DB Commission Payment Amount.

(ii) Prior to and after its receipt of the Initial DB Commission Payment Amount, the Department shall review in detail the DB Payment Request consistent with its standard practices, procedures, and protocols for review of a request for payment. After review, the Department will pay to the Design-Builder any compensation due to the Design-Builder under the terms of the Comprehensive Agreement, consistent with the Department's detailed review of the corresponding DB Payment Request. Thereafter, the Department shall provide to the Commission for each payment made by the Department to the Design-Builder (i) detailed summaries of actual project costs incurred with supporting documentation as determined by the Commission and (ii) a certification in the form of Exhibit 11 (Form of Payment Certification – Design-Build).

(iii) If the Initial DB Commission Payment Amount is greater than the amount actually forwarded by the Department to the Design-Builder covering costs for which the Commission is responsible under this Agreement for any given Department DB Payment Request, the Department shall notify the Commission in writing and such additional amount shall be credited to the Commission for the purposes of the next-occurring Department DB Payment Request (and may be used by the Commission to offset its payment of the Initial DB Commission Payment Amount corresponding to such next-occurring Department DB Payment Request) or refunded to the Commission if there is no such next-occurring Department DB Payment Request.

(b) Administration Cost Requisitions

(i) The Department shall provide to the Executive Director requests for payment of Administration Costs in the form set forth in Exhibit 12 (Form of Payment

Requisition – Administration Costs) (each, a “Department Admin Payment Request”) that include (i) the Commission’s standard payment requisition(s), containing detailed summaries of actual Administration Costs incurred with supporting documentation as determined by the Commission and (ii) certifications that all Administration Costs were incurred in the performance of work for the Project as authorized by this Agreement.

(ii) The Commission shall route to the Program Coordinator all Department Admin Payment Requests and the summaries of actual costs submitted to the Commission for the Project. After submission to the Commission, the Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission’s compliance with the terms of this Agreement. The Program Coordinator will then make a recommendation to the CFO, if different than the Executive Director, and the Executive Director whether to authorize payment, refuse payment, or seek additional information from the Department. If the payment requisition is sufficient as submitted, the undisputed portion of the payment will be made within fifteen (15) days of receipt. If the payment requisition is, in the Commission’s reasonable judgment, deemed insufficient or is otherwise disputed, within ten (10) days of receipt, the Program Coordinator will notify the Department 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. The Commission will make payment of all undisputed amounts within fifteen (15) days of the date on which the Commission determines that the Department has corrected all deficiencies or inaccuracies to the Commission’s reasonable satisfaction.

(c) The Commission shall not, under any circumstances, be required to authorize payment for any work performed by or on behalf of the Department, including any Administrative Costs, that are not in conformity with the requirements of the HRTAC Act or this Agreement.

(d) The Commission shall route all of the Department's accelerated or supplemental requests for funding from the Commission under Section 3.04 (Maximum Cumulative Compensation Amount Under Comprehensive Agreement) and Section 3.09 (Additional Costs; Claims) to the Executive Director.

(e) The Commission acknowledges and agrees that if, as a result of either the Commission’s review of any payment requisition or any Commission compliance review, the Commission staff determines that the Department is required under Section 3.02(d) (General Obligations of the Department) to reimburse funds to the Commission, the Commission staff will promptly advise the Executive Director, who in turn will advise the Department in writing. The Department will thereafter have thirty (30) days to respond in writing to the Commission’s initial findings. If the Commission makes a final determination that the Department is required under Section 3.02(d) (General Obligations of the Department) to reimburse funds to the Commission, the Parties shall engage in dispute resolution as provided in Article 6 (Dispute Resolution). Pending final resolution of the matter, the Commission 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.

Section 5.03 Periodic Compliance Reviews

Upon advance notice to the Department, the Commission shall have the right to conduct periodic compliance reviews of 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 include review of the Department's financial records for the Project and on-Project site inspections. The Department shall provide such assistance with on-Project site inspections as the Commission may reasonably request.

ARTICLE 6.

DISPUTE RESOLUTION

Section 6.01 Disputes under the Agreement

(a) The Parties agree to use reasonable efforts to promptly resolve any dispute under this Agreement pursuant to this Section 6.01 (Disputes under the Agreement).

(b) If any dispute arises in relation to any aspect of this Agreement, the Parties shall consult in good faith in an attempt to come to an agreement. If the dispute cannot be resolved through such consultation, then, upon the request of either Party, the Chair and the Commissioner shall meet as soon as possible, but in no event later than sixty (60) days after such request is made, to attempt to resolve such dispute. Prior to any meeting(s) between the Chair and the Commissioner, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement. If the Chair and the Commissioner determine that the dispute cannot be resolved to the mutual satisfaction of both Parties within sixty (60) days after their consultation and attempt to come to an agreement (or such other period as they may mutually agree), despite their good faith efforts, then either Party may file a legal action pursuant to Section 6.01(c) (Disputes under the Agreement) below.

(c) All litigation between the Parties arising out of or pertaining to this Agreement shall be filed, heard, and decided in either the Circuit Court for the City of Richmond, Virginia, Division I or the Circuit Court for the City of Chesapeake, Virginia, which courts will have exclusive jurisdiction and venue. Satisfaction of the procedures set forth in this Section 6.01 (Disputes under the Agreement) shall be a condition precedent to instituting a legal action in court except with respect to legal action seeking injunctive or equitable relief on an emergency basis.

(d) Pending final resolution of any dispute (except with respect to disputes regarding the cause for terminating this Agreement or arising under Section 3.02(d) (General Obligations of the Department)), the Parties will continue to fulfill their respective obligations under this Agreement.

(e) Neither Party will seek or accept an award of attorneys' fees or costs incurred in connection with the resolution of a dispute pursuant to the provisions of this Section 6.01 (Disputes under the Agreement).

(f) THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY

JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THE AGREEMENT AND DOES NOT APPLY TO THIRD-PARTY CLAIMS OR SUITS. Each of the Parties (i) certifies that no representative, agent, attorney or any other Person has represented, expressly or otherwise, that such other Person would not, in the event of any suit, action or proceedings relating to this Agreement, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.01(f).

Section 6.02 Disputes under the Comprehensive Agreement

If, under the Comprehensive Agreement, the Department and Design-Builder engage in dispute resolution, (a) any and all terms of any settlement of that dispute (whether arising prior to or after the initiation of litigation) shall be subject to Commission approval if any such terms (i) would result in any Additional Cost, in which case the procedures in Section 3.09(c) (Additional Costs; Claims) shall apply, or (ii) would require Commission approval under Section 4.03 (Work Orders Increasing the Contract Price), if treated as a Work Order or claim, as applicable, under Section 4.03 those Sections, and (b) responsibility for the Department's financial obligations pursuant to such settlement shall be apportioned between the Commission and the Department in a manner consistent with how the responsibility for such costs is determined pursuant to Section 3.09(c) (Additional Costs; Claims), or Section 4.03 (Work Orders Increasing the Contract Price), as applicable. If, under the Comprehensive Agreement, any dispute between the Department and the Design-Builder proceeds to litigation, the Department shall provide the Commission with regular updates regarding such litigation. The Commission shall abide by any non-appealable, final judgment rendered as a result of any such litigation and be responsible for any amounts awarded to the Design-Builder pursuant to such non-appealable, final judgment to the extent consistent with the Commission's responsibilities to pay Project costs in accordance with this Agreement. Notwithstanding anything in this Section 6.02 to the contrary, under no circumstances shall the Commission be responsible for any damages awarded to the Design-Builder or any other party if such damages arise out of or result from the Department's negligence, willful misconduct, violation of law, or breach of contract.

ARTICLE 7.

MISCELLANEOUS

Section 7.01 Term; Termination

(a) This Agreement shall be effective upon: (i) the adoption, execution and delivery of this Agreement by both Parties and (ii) the execution and delivery of the Comprehensive Agreement by the Department and the Design-Builder and the satisfaction of any conditions to the effectiveness of the Comprehensive Agreement. This Agreement shall expire ninety (90) days after

the date on which the Department makes final payment to the Design-Builder and all claims relating to the Project have been resolved or are barred in accordance with the Comprehensive Agreement if this Agreement is not terminated earlier in accordance with its terms.

(b) The Department may terminate this Agreement, for cause, in the event of a material breach by the Commission of this Agreement. If so terminated, the Commission 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 the Department pursuant to the terms of the Comprehensive Agreement to terminate the Comprehensive Agreement. The Virginia General Assembly's failure to appropriate funds to the Commission as described in Section 7.02 (Appropriations Requirements) of this Agreement and/or repeal or amendment of the legislation establishing the HRTF or the Commission's powers shall not be considered material breaches of this Agreement by the Commission if such failure to appropriate or such repeal or amendment eliminates funds that under the Commission's funding plan were scheduled to be used for the Project or renders the Commission without legal authority to provide any of that funding for the Project. Before initiating any proceedings to terminate under this Section 7.01 (Term; Termination), the Department shall give the Commission sixty (60) days' written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing the Commission an opportunity to investigate and a reasonable opportunity to cure (within such 60-day period or within a reasonable time thereafter) any such alleged breach.

(c) The Commission may terminate this Agreement, for cause, resulting from the Department's material breach of this Agreement. If so terminated, the Department shall refund to the Commission all funds the Commission provided to the Department for the Project and, to the extent permitted by law, with interest at the Applicable Rate. The Commission will provide the Department with sixty (60) days' written notice that the Commission is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, if the Department has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), the Department may request that the Commission excuse the Department from refunding funds paid in respect of the substantially completed Project or portion, and the Commission may, in its sole discretion, excuse the Department from refunding all or a portion of the funds the Commission provided to the Department for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed where the Department is liable for negligence, willful misconduct, violation of law, or breach of the Comprehensive Agreement or this Agreement.

(d) Upon termination, the Department will release or return to the Commission all unexpended Commission funds and, to the extent permitted by law, with interest at the Applicable Rate, no later than sixty (60) days after the date of termination.

(e) The following provisions shall survive the expiration or early termination of this Agreement: (i) Section 3.02(a) (General Obligations of the Department); (ii) Section 3.02(c) (General Obligations of the Department); (iii) Section 3.02(d) (General Obligations of the Department); (iv) Section 3.02(e)(iii) (General Obligations of the Department); (v) Section 4.01(e) (General Obligations of the Department); (vi) Section 4.02 (Ownership and Use of the Project Following Final Completion); (vii) Section 4.10 (Books and Records); (viii) Section 4.11 (Commission Interest in Project Assets); (ix) Section 4.12(d) (Early Termination of

Comprehensive Agreement); (x) Section 5.02(e) (Payment Requisitions); (xi) Section 5.03 (Periodic Compliance Reviews); (xii) Article 6 (Dispute Resolution); and (xiii) Article 7 (Miscellaneous) (with the exception of Section 7.08 (Engagement of Counsel)).

Section 7.02 Appropriations Requirements

(a) Nothing herein shall require or obligate the Commission 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.

(b) The Parties acknowledge that all funding provided by the Commission 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) the Commission's obligations under this Agreement are subject to such moneys being appropriated to the HRTF by the General Assembly.

(c) The Parties agree that the Department's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the CTB and otherwise legally available to the Department for the Project.

(d) Should the Department be required to provide additional funds in order to proceed or complete the funding necessary for the Project, the Department shall certify to the Commission 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.

Section 7.03 Commitments Relating to Master Tolling Agreement

The Department hereby reaffirms its commitments made in the January 22, 2019 Letter, and further commits to work in good faith with the Commission to finalize the Master Tolling Agreement. The parties will use their best efforts and use all reasonable means to reach agreement on the Master Tolling Agreement on or before October 31, 2019.

Section 7.04 Federal Credit Assistance for Project

The Department shall provide reasonable assistance to the Commission in the Commission's pursuit of federal credit assistance for the Project from the United States Department of Transportation.

Section 7.05 Assignment

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

Section 7.06 Notices

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

If to the Commission:

Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, Virginia 23320
Attention: Executive Director and Chairman

With copies to (which shall not constitute notice):

The office of record of the Commission's general counsel

If to the Department:

Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Attention: Commissioner of Highways

With copies to (which shall not constitute notice):

Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
Attention: Transportation Section Chief

Section 7.07 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) The Department acknowledges that the Commission's funding plan is supported by bond financing. The Department and the Commission will work in good faith to adopt such amendments to this Agreement as may be necessary and desirable in connection with any bond offering, including, without limitation, tax covenants based on the form of amendment and tax covenants set forth in Exhibit 14 (Form of Amendment and Tax Covenants). The Department further acknowledges that implementing such amendments, when applicable, will be a condition precedent to the Commission's consummation of any such bond financing.

Section 7.08 Engagement of Counsel

If, in connection with the work, the Department engages outside legal counsel approved by the Office of the Attorney General (as opposed to utilizing the services of the Office of the

Attorney General), the Department will give the Commission notice of the engagement so as to ensure that no conflict of interest may arise from any such representation.

Section 7.09 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 either of the Parties. No provision of this Agreement shall inure to the benefit of, or be enforceable by, any third party, including any creditor of either Party.

Section 7.10 No Agency

- (a) The Department represents that it is not acting as a partner or agent of Commission.
- (b) Nothing in this Agreement shall be construed as making any Party a partner or agent of any other Party.

Section 7.11 Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles.

Section 7.12 Sovereign Immunity

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

Section 7.13 Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project as of the date first written above.

HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION,
a body politic and a political subdivision of the Commonwealth of Virginia

By: _____
Name: _____
Title: _____

VIRGINIA DEPARTMENT OF TRANSPORTATION,
an agency of the Commonwealth of Virginia

By: _____
Stephen C. Brich, P.E.
Commissioner of Highways

EXHIBIT 1

DEFINITIONS

All capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in that certain Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project dated as of [●], by and between the Department and the Design-Builder, as amended. In addition, the following terms used in this Agreement shall have the following meanings:

“Accelerated Payment” is defined in Section 3.04(c) (Maximum Cumulative Compensation Amount Under Comprehensive Agreement).

“Additional Costs” is defined in Section 3.09(a) (Additional Costs; Claims).

“Additional Early Work Funding” is defined in Section 3.12(a) (Early Work Funding).

“Admin Cost Cap” is defined in Section 3.07(a) (Administration Costs).

“Admin Cost Subcap” is defined in Section 3.07(a) (Administration Costs).

“Administration Costs” is defined in Section 3.07(a) (Administration Costs).

“Agreement” means the Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project, dated as of [●], and all exhibits and schedules thereto, as supplemented or further amended from time to time.

“Applicable Additional Funds” means, collectively, Applicable Award Funds and CTB- Sourced Toll Funds.

“Applicable Award Funds” means funding for the Project from sources not already identified in the “Sources” table in Exhibit 3 (Project Budget), except to the extent the Parties agree the basis or the lawful use of such award is to support or replace funding for any Project cost that is not the Commission’s responsibility (such as the South Island Trestle Bridge Replacement Work or the Deferred/Preventive Maintenance Work) or to fund Additional Costs.

“Applicable Rate” means, with respect to an applicable measurement period, the interest rate that would have been earned by the Commission on the subject funds during such period if they had been invested in the Virginia Local Government Investment Pool.

“Assets” is defined in Section 4.11 (Commission Interest in Project Assets).

“Authorized Commission-Funded Work Order Costs” means costs covered by a Work Order to the Comprehensive Agreement that increases the Contract Price, provided that such Work Order (i) is not the Department’s responsibility under Section 4.03(f) (Work Orders Increasing the Contract Price), and (ii) is authorized by the Department in accordance with, and subject to, the

provisions of Section 4.03 (Work Orders Increasing the Contract Price), or is approved by the Commission in accordance with the provisions of such Sections.

“Authorized Commission-Funded Claims Costs” means those costs covered by a settlement of a claim under the Comprehensive Agreement that increases the Contract Price (and is not otherwise covered by a Work Order); *provided* that such settlement (i) is not the Department’s responsibility under Section 4.03(f)(Work Orders Increasing the Contract Price), and (ii) is approved by the Commission in accordance with Section 4.03(h)(Work Orders Increasing the Contract Price) (and clauses (a), (b) and (c), of Section 4.03), as applicable.

“Base Scope” is defined in Exhibit 2 (Project Scope).

“Bridge Repair Option Work” means the work referred to as Bridge Repair Work in the Comprehensive Agreement and shown in Exhibit 18 (*Bridge Repair Work Quantities and Unit Costs*) thereto.

“Chair” means the chair of the Commission.

“Chief Financial Officer” or **“CFO”** means the chief financial officer of the Commission, if different than the Executive Director.

“Commission” means the Hampton Roads Transportation Accountability Commission.

“Commission-Controlled Moneys” has the meaning given in the fourth recital.

“Commission-Cost Reduction Amount” is defined in Section 4.06(a) (Changes to Comprehensive Agreement that Reduce Contract Price).

“Commission-Funded Administration Costs” means the Commission’s *pro rata* share of the Administration Costs.

“Commission-Funded Budget” means the three billion five hundred fifty-three million four hundred sixty-nine thousand five hundred eighty-one dollars (\$3,553,469,581) shown in Exhibit 3 (Project Budget), which estimates those costs for which the Commission is responsible under this Agreement, and which the Parties anticipate may be reduced in accordance with Section 3.01(e). (For the avoidance of doubt, the figure above assumes three hundred forty-five million dollars (\$345,000,000) in toll-backed financing contemplated by the Commission’s funding plan is received by the Commission; if such amount is not received by the Commission, the inclusion of such amount in the Commission-Funded Budget shall not be deemed or construed to increase the Maximum Commission Financial Commitment.)

“Commission-Funded Design-Build Costs” means the costs scheduled to be paid to the Design-Builder under the Comprehensive Agreement in respect of the Contract Price, excluding the South Island Trestle Bridge Replacement Costs. For the avoidance of doubt, the Commission-Funded Design-Build Costs budgeted in Exhibit 3 (Project Budget), before giving effect to any

adjustments required pursuant to Section 3.10, total three billion two hundred four million five hundred sixty-nine thousand two hundred fifty-one dollars (\$3,204,569,251).

“Commission-Funded ROW Costs” means up to fifteen million dollars (\$15,000,000) of Right-of-Way Costs. For the avoidance of doubt, any such costs in excess of fifteen million dollars (\$15,000,000) shall be treated as Additional Costs.

“Commission-Supported Contingency Reserve” is defined in Section 3.08(b)(ii) (Availability of Contingency Reserves; Tracking).

“Commissioner” means the Commissioner of Highways for the Commonwealth.

“Commonwealth” means the Commonwealth of Virginia.

“Commonwealth Transportation Board” or **“CTB”** means a board of the Commonwealth affiliated with the Department.

“Comprehensive Agreement” means that certain Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project dated as of [●], by and between the Department and the Design-Builder, as amended consistent with its terms and the terms of this Agreement.

“Contract Price” is defined in Section 4.01(b) (General Obligations of the Department).

“Covered Excess Costs” is defined in Section 3.07(b) (Administration Costs).

“CTB-Sourced Toll Funds” means, if the CTB, Treasury Board or other Commonwealth issuer is the agreed issuer of any toll-backed financing under the terms of the Master Tolling Agreement, the proceeds of such financing that, under the terms of the Master Tolling Agreement, are to be applied to pay costs under the Project Budget (which costs, for the avoidance of doubt, exclude costs that are the responsibility of the Department).

“DB Payment Request” is defined in Section 5.02(a)(i) (Payment Requisitions).

“Deferred/Preventive Maintenance Work” means any of the Bridge Repair Option Work performed by the Design-Builder under the Comprehensive Agreement that is performed for purposes other than those necessary to achieve Final Completion in accordance with any Legal Requirement applicable to the Project but otherwise inapplicable to existing structures which make up the I-64 Hampton Roads Bridge-Tunnel facility as it exists as of the date of this Agreement (each such Legal Requirement an “Increased Capacity Standard”). Deferred/Preventive Maintenance Work shall include, by way of example and not limitation, Bridge Repair Option Work that is performed for the purpose of (i) rehabilitating or repairing an existing structure that has become deficient or in need of improvement and, absent the Project, such rehabilitation or repair would be the responsibility of the Department through its State of Good Repair or other programs, or (ii) minimizing or reducing future maintenance costs and efforts relating to such structure. A Legal Requirement shall be considered an Increased Capacity Standard if it is a Legal

Requirement that must be complied with by the Design-Builder in constructing or improving a structure necessary to support increased capacity.

“Delay Liquidated Damages” is defined in Section 4.08 (Delay Liquidated Damages and Other Damages and Recoveries).

“Department” means the Virginia Department of Transportation.

“Department Admin Payment Requests” is defined in Section 5.02 (Payment Requisitions).

“Department DB Payment Requests” is defined in Section 5.02(a)(i) (Payment Requisitions).

“Department Fault” is defined in Section 3.01(b)(vii) (General Rights and Obligations of the Commission).

“Department-Funded Administration Costs” means the Department’s *pro rata* share of the Administration Costs.

“Department-Funded Budget” the one hundred eight million five hundred twenty-seven thousand six hundred forty-six dollars (\$108,527,646) shown in Exhibit 3 (Project Budget), which estimates those costs (excluding costs relating to the exercise of any option) for which the Department is responsible under this Agreement in respect of the South Island Trestle Bridge Replacement Work.

“Department-Funded Design-Build Cost” means the costs scheduled to be paid to the Design-Builder under the Comprehensive Agreement in respect of the South Island Trestle Bridge Replacement Costs. For the avoidance of doubt, the Department-Funded Design-Build Costs budgeted in Exhibit 3 (Project Budget) total ninety-five million four hundred twenty-seven thousand nine hundred seventy-six dollars (\$95,427,976).

“Department Highways” has the meaning given in the fifth recital.

“Department Sharing Percentage” means 2.89%, which percentage will be reestablished by mutual agreement of the Parties to reflect the addition or deduction of work under the Comprehensive Agreement.

“Department-Supported Contingency Reserve” is defined in Section 3.08(a) (Availability of Contingency Reserves; Tracking).

“Department’s Senior Representative” means [_____].

“Design-Builder” means the Department’s counterparty to the Comprehensive Agreement.

“Early Work” has the meaning given in the Comprehensive Agreement.

“Excess CTB-Sourced Toll Funds” the CTB-Sourced Toll Funds, but only to the extent they exceed the three hundred forty-five million dollars (\$345,000,000).

“Executive Director” means the executive director of the Commission.

“Guidelines” means the Department’s 2017 PPTA Implementation Manual and Guidelines.

“HRTAC Act” means Va. Code §§ 33.2-2600 *et seq.*

“HRTPO” means the Hampton Roads Transportation Planning Organization.

“Hampton Roads Transportation Fund” or **“HRTF”** has the meaning given in the first recital.

“I-564 Direct Connections” is defined in Exhibit 2 (Project Scope).

“Initial DB Commission Payment Amount” is defined in Section 5.02(a)(i) (Payment Requisitions).

“January 22, 2019 Letter” has the meaning given in the seventeenth recital.

“Legal Requirements” has the meaning given in the Comprehensive Agreement.

“Master Tolling Agreement” has the meaning given in the sixteenth recital.

“Maximum Commission Financial Commitment” is defined in Section 3.03(a) (Maximum Commission Financial Commitment).

“Maximum Cumulative Compensation Amount” is defined in Section 3.04(a) (Maximum Cumulative Compensation Amount Under Comprehensive Agreement).

“Memorandum of Agreement” or **“MOA”** has the meaning given in the sixth recital.

“Minimum Commission-Supported Contingency Amount” means, at any given time during the term of this Agreement, the amount calculated in accordance with Section 4.03(d) (Work Orders Increasing Contract Price).

“No Excuses Incentive Payment” is defined in Section 4.07(a) (No Excuses Incentive Payment).

“Offeror” has the meaning given in the twelfth recital.

“Opt-Out Right” is defined in Section 3.11(c) (Funding for the South Island Trestle Bridge Replacement Work).

“Other Damages and Recoveries” is defined in Section 4.08(b) (Delay Liquidated Damages and Other Damages and Recoveries).

“**Party**” or “**Parties**” has the meaning given in the Preamble.

“**PPTA**” means the Public-Private Transportation Act of 1995, as amended (Va. Code §§ 33.2-1800 *et seq.*).

“**Program Coordinator**” is defined in Section 5.01 (*Program Coordinators*).

“**Project**” has the meaning given in the eighth recital.

“**Project Budget**” means the sum of the (i) Commission-Funded Budget, and (ii) the SMART SCALE Funds or other funds under Section 3.08(b)(ii), and (iii) Department-Funded Budget, reflected in Exhibit 3 (*Project Budget*), and as may be amended from time to time in accordance with Section 2.01 (*General Obligations of the Department*).

“**Request for Proposals**” or “**RFP**” means that certain Request for Proposals for the Project issued by the Department dated as of September 27, 2018, as amended by Addendum No. 1 dated November 28, 2018, Addendum No. 2 dated December 14, 2018, Addendum No. 3 dated December 19, 2018, the Statement of Clarification Relating to Final RFP Addendum No. 3 dated January 8, 2019, and Statement of Clarification Relating to Final RFP Addendum No. 3 dated January 10, 2019.

“**Required Work**” is defined in Section 4.09 (*Optional Work: I-564 Direct Connections; Bridge Repair Option Work*).

“**Right-of-Way Costs**” means amounts paid or payable to a property owner for the acquisition of real property and real property rights (including any and all easements) needed for facets of the Project that are Commission-Funded Design-Build Costs, (including fees and the Department’s reasonable and documented internal and external costs associated with such acquisition).

“**SMART SCALE**” means the statewide prioritization process developed pursuant to Va. Code § 33.2-214.1 for the use of funds with respect to projects funded by the CTB.

“**SMART SCALE Funds**” is defined in Section 3.08(b)(i) (*Availability of Contingency Reserves; Tracking*).

“**South Island Trestle Bridge Replacement Costs**” is defined in Section 3.11(a) (*Funding the South Island Trestle Bridge Replacement Work*).

“**South Island Trestle Bridge Replacement Work**” is defined in Exhibit 2 (*Project Scope*).

“**Successful Offeror**” has the meaning given in the fourteenth recital.

“**Unsuccessful Offeror Proposal Payment**” is defined in Section 3.03(b)(vi) (*Maximum Commission Financial Commitment*).

EXHIBIT 2

PROJECT SCOPE

1. Base Scope

The base scope (“Base Scope”) of the Project consists of the design and construction of the following improvements on I-64 beginning west of Settlers Landing Road in Hampton (Exit 267) and ending at I-564 in Norfolk (Exit 276) pursuant to the terms of the Comprehensive Agreement:

(a) across the water, a new bridge-tunnel crossing approximately 3.5 miles long and generally parallel to the existing Hampton Roads Bridge-Tunnel, which new bridge-tunnel will have two new tunnels that provide four lanes of capacity for eastbound traffic and allow four lanes of capacity to be dedicated to westbound traffic (the new bridge-tunnel crossing described above excludes the South Island Trestle Bridge Replacement Work described below);

(b) the construction of new marine approach bridges to carry westbound I-64 across the water between Norfolk and the south island of the Hampton Roads Bridge-Tunnel, including the demolition (with removal and disposal) of the existing marine approach bridges between Norfolk and such south island (the “South Island Trestle Bridge Replacement Work”); and

(c) on land, a new third lane to I-64 in each direction, with a roadway section sufficient to accommodate a part-time median shoulder lane.

When completed, the Project corridor will include one or more lanes designated as high-occupancy toll lanes.

2. Scope Options

As part of the RFP, the Department will require that each Offeror shall develop as part of its Proposal a technical solution to provide direct connections (eastbound and westbound) from the new high-occupancy toll lanes to be developed as part of the Base Scope to I-564 in order to promote efficient traffic flow at interfaces with adjoining regional transportation network elements (the “I-564 Direct Connections”).

The I-564 Direct Connections are not part of the Base Scope but may be added to the scope of the Project following execution of the Comprehensive Agreement pursuant to the terms of this Agreement.

In addition, the Bridge Repair Option Work is not in the Base Scope but may be added to the scope of the Project following execution of the Comprehensive Agreement pursuant to the terms of this Agreement.

**EXHIBIT 3 I-64 Hampton Roads Bridge-Tunnel Expansion Project
PROJECT BUDGET**

Sources		Uses			
Source	Amount \$	Expenditure	Project Budget	Commission-Funded Budget**** Plus \$200M SMART SCALE Funds or Other Funds under Sec. 3.08(b)(ii) of PAFA	South Island Trestle Bridge Replacement Costs (Department-Funded Budget)
HRTAC (HRTF Debt and Cash)*	\$ 3,208,469,581	Comprehensive Agreement (Fixed Price)	\$ 3,299,997,227	\$ 3,204,569,251	\$ 95,427,976
Toll-Backed Bond Proceeds **	345,000,000	Owner Costs			
VDOT - Department-Funded Budget	108,527,646	Administration Costs	122,000,000	118,472,054	3,527,946
VDOT - SMART SCALE Funds***	200,000,000	Right-of-Way	15,000,000	15,000,000	-
		No Excuses Incentive	90,000,000	90,000,000	-
		Contingency Reserves (Includes \$4M Stipend)	335,000,000	325,428,277	9,571,723
		Total Owner Costs	562,000,000	548,900,330	13,099,670
Total Sources	\$ 3,861,997,227	Total Estimated Project Costs	\$ 3,861,997,227	\$ 3,753,469,581	\$ 108,527,646

* Subject to reduction to the extent replaced by Project Savings, Applicable Award Funds, and Excess CTB-Sourced Toll Funds.

** Subject to increase by Excess CTB-Sourced Toll Funds; for clarity, any such increase will not increase the Maximum Commission Financial Commitment.

***Amount pending CTB award June 2019; Intent to award provided by CTB on March 21, 2019; Risk of award assumed by VDOT

****Commission-Funded Budget itself is \$3,553,469,581

EXHIBIT 4
OFFICIAL AUTHORIZING DOCUMENTS

[To be attached]

**EXHIBIT 5 I-64 Hampton Roads Bridge-Tunnel Expansion Project
ESTIMATED COSTS AND PAYOUT SCHEDULE**

Item	Phase	Cost (DB or Owner)	Total Estimated Costs			FY19 (July 2018 - June 2019)			FY20 (July 2019 - June 2020)			FY21 (July 2020 - June 2021)			FY22 (July 2021 - June 2022)			FY23 (July 2022 - June 2023)		
			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART		
			SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total
Administration Costs (PE & CEI)	PE	Owner	\$ 118,472,054	\$ 3,527,946	\$ 122,000,000	\$ 5,923,603	\$ 176,397	\$ 6,100,000	\$ 20,140,249	\$ 599,751	\$ 20,740,000	\$ 23,694,411	\$ 705,589	\$ 24,400,000	\$ 23,694,411	\$ 705,589	\$ 24,400,000	\$ 17,770,808	\$ 529,192	\$ 18,300,000
Right of Way	RW	Owner	15,000,000		15,000,000	15,000,000		15,000,000												
Comprehensive Agreement (Fixed Price) Excluding South Island Trestle Bridge Replacement Work *	CN	DB	3,204,569,251		3,204,569,251	54,756,990		54,756,990	195,243,010		195,243,010	1,076,175,698		1,076,175,698	657,026,122		657,026,122	495,010,086		495,010,086
Comprehensive Agreement (Fixed Price) Construction of South Island Trestle Bridge Replacement Work*	CN	DB	-	95,427,976	95,427,976	-	-	-	-	-	-	12,000,000		12,000,000		35,000,000	35,000,000		35,000,000	35,000,000
No Excuses Incentive	CN	Owner	90,000,000		90,000,000															
Contingency Reserves	CN	Owner	325,428,277	9,571,723	335,000,000				150,000,000		150,000,000	29,124,232	1,203,637	30,327,869	32,882,834	3,510,609	36,393,443	32,882,833	3,510,609	36,393,442
Total			\$ 3,753,469,581	\$ 108,527,646	\$ 3,861,997,227	\$ 75,680,593	\$ 176,397	\$ 75,856,990	\$ 365,383,259	\$ 599,751	\$ 365,983,010	\$ 1,128,994,340	\$ 13,909,227	\$ 1,142,903,567	\$ 713,603,367	\$ 39,216,198	\$ 752,819,565	\$ 545,663,727	\$ 39,039,801	\$ 584,703,528

Item	Phase	Cost (DB or Owner)	FY23			FY24			FY25			FY26			
			SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	
Administration Costs (PE & CEI)	PE	Owner		\$ 17,770,808	\$ 529,192	\$ 18,300,000	\$ 17,770,808	\$ 529,192	\$ 18,300,000	\$ 7,108,323	\$ 211,677	\$ 7,320,000	\$ 2,369,441	\$ 70,559	\$ 2,440,000
Right of Way	RW	Owner													
Comprehensive Agreement (Fixed Price) Excluding South Island Trestle Bridge Replacement Work *	CN	DB		495,010,086		495,010,086	478,828,395		478,828,395	247,528,950		247,528,950			
Comprehensive Agreement (Fixed Price) Construction of South Island Trestle Bridge Replacement Work*	CN	DB			35,000,000	35,000,000		13,427,976	13,427,976						
No Excuses Incentive	CN	Owner							90,000,000		90,000,000				
Contingency Reserves	CN	Owner		32,882,833	3,510,609	36,393,442	35,046,575	1,346,868	36,393,443	36,393,442		36,393,442	9,098,361		9,098,361
Total				\$ 545,663,727	\$ 39,039,801	\$ 584,703,528	\$ 531,645,778	\$ 15,304,036	\$ 546,949,814	\$ 381,030,715	\$ 211,677	\$ 381,242,392	\$ 11,467,802	\$ 70,559	\$ 11,538,361

* Combined line items equal the Comprehensive Agreement (Fixed Price) Value of \$3,299,997,227.
** HRTAC (HRTF Debt and Cash) may be supplanted by Applicable Award Funds and Excess CTB-Sourced Toll Funds.

Bridge Repair Option Work (option)	CN				\$ 76,755,591.00
I-564 Direct Connections (option)	CN				\$ 121,323,786.00

**EXHIBIT 5 I-64 Hampton Roads Bridge-Tunnel Expan:
ESTIMATED COSTS AND PAYOUT SCHEDULE**

Item	Phase	Cost (DB or Owner)	FY24 (July 2023 - June 2024)			FY25 (July 2024 - June 2025)			FY26 (July 2025 - June 2026)		
			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART			HRTAC (HRTF Debt and Cash) plus \$345M Toll-Backed Bond Proceeds plus \$200M SMART		
			SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total	SCALE/VDOT **	VDOT	Total
Administration Costs (PE & CEI)	PE	Owner	\$ 17,770,808	\$ 529,192	\$ 18,300,000	\$ 7,108,323	\$ 211,677	\$ 7,320,000	\$ 2,369,441	\$ 70,559	\$ 2,440,000
Right of Way	RW	Owner			-			-			-
Comprehensive Agreement (Fixed Price) Excluding South Island Trestle Bridge Replacement Work *	CN	DB	478,828,395		478,828,395	247,528,950		247,528,950	-		-
Comprehensive Agreement (Fixed Price) Construction of South Island Trestle Bridge Replacement Work*	CN	DB		13,427,976	13,427,976			-			-
No Excuses Incentive	CN	Owner			-	90,000,000		90,000,000			-
Contingency Reserves	CN	Owner	35,046,575	1,346,868	36,393,443	36,393,442	-	36,393,442	9,098,361	-	9,098,361
Total			\$ 531,645,778	\$ 15,304,036	\$ 546,949,814	\$ 381,030,715	\$ 211,677	\$ 381,242,392	\$ 11,467,802	\$ 70,559	\$ 11,538,361

Item	Phase	Cost (DB or Owner)
Administration Costs (PE & CEI)	PE	Owner
Right of Way	RW	Owner
Comprehensive Agreement (Fixed Price) Excluding South Island Trestle Bridge Replacement Work *	CN	DB
Comprehensive Agreement (Fixed Price) Construction of South Island Trestle Bridge Replacement Work*	CN	DB
No Excuses Incentive	CN	Owner
Contingency Reserves	CN	Owner
Total		

* Combined line items equal the Comprehensive Agreement (Fixed Price) Construction of South Island Trestle Bridge Replacement Work
 ** HRTAC (HRTF Debt and Cash) may be supplanted by Applicable Authority

Bridge Repair Option Work (option) CN
 I-564 Direct Connections (option) CN

EXHIBIT 6

REPORTS TO BE PROVIDED BY THE DEPARTMENT

1. Monthly Project Expenditure Report

The monthly project expenditure report will list, by category of expense (*e.g.*, engineering, right-of-way acquisition, utility relocations, construction): (i) information regarding expenditures to date against the Project Budget, both monthly and for the life of the project, and a statement of the percent completed and (ii) such other information as the Department customarily provides with monthly expenditure reports

2. Monthly Project Report

The monthly project report will include: (i) an overview of progress on major project tasks; (b) information regarding the Project 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.

EXHIBIT 7

EXAMPLES OF ADMINISTRATION COSTS

1. preliminary engineering costs (to the extent necessary following selection of a Successful Offeror)
2. construction engineering and inspection costs

EXHIBIT 8
FORM OF COMPREHENSIVE AGREEMENT

[To be attached]

EXHIBIT 9

UNIT PRICE WORK AND COMMODITY ADJUSTMENT ITEMS

Section 1. Unit Price Work

- A. The installation of sound barrier walls as further described in Section 5.3.9 (*Noise Mitigation*) of Exhibit 2 (*Technical Requirements*) to the Comprehensive Agreement
- B. The Bridge Repair Option Work; *provided*, that if the Bridge Repair Option Work is added to the scope of work to be performed by the Design-Builder, the cost of such work will be paid in accordance with Section 4.09 (*Optional Work: I-564 Direct Connections; Bridge Repair Option Work*) of this Agreement

Section 2. Commodity Adjustment Items

- A. Asphalt, as further described in Exhibit 9 (*Price Adjustment for Asphalt*) to the Comprehensive Agreement
- B. Fuel, as further described in Exhibit 10 (*Price Adjustment for Fuel*) to the Comprehensive Agreement
- C. Steel, as further described in Exhibit 11 (*Price Adjustment for Steel*) to the Comprehensive Agreement

EXHIBIT 10

FORM OF PAYMENT REQUISITION – DESIGN-BUILD

I-64 Hampton Roads Bridge Tunnel Expansion Project

Commission Project Number: _____

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 Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge Tunnel Expansion Project dated _____, 20__ (the "Agreement") between the Hampton Roads Transportation Accountability Commission (the "Commission") and the Virginia Department of Transportation (the "Department"). The Department hereby requests \$ _____ of Commission funds, as the Initial DB Commission Payment Amount, payable not later than [____], 20[___] in accordance with Section 5.02 of the Agreement.

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	Column B - HRTAC Approved Project Costs	Column C - Total PayGo Requests Previously Received	Column D - PayGo Requisition Amount this Period	Column E - 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

Column A - Vendor/Contractor Name	Column B - Item Number	Column C - Invoice Number	Column D - Cost Category	Column E - Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-

Requisition Amount		\$ -
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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 E in the Schedule above.

EXHIBIT 11

FORM OF PAYMENT CERTIFICATION – DESIGN-BUILD

I-64 Hampton Roads Bridge Tunnel Expansion Project

Commission Project Number: _____

Draw Request Number: _____

Date: _____, 20____

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

Attention _____, Program Coordinator:

This certification is submitted in connection with the Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge Tunnel Expansion Project dated _____, 20__ (the "Agreement") between the Hampton Roads Transportation Accountability Commission (the "Commission") and the Virginia Department of Transportation (the "Department"). Capitalized terms used in this certification and not otherwise defined herein have the meanings set forth in the Agreement.

On [●], 20[●], the Commission paid \$[●] as the as the Initial Commission Payment Amount relating to invoice number [●], in accordance with Section 5.02 of the Agreement. After a detailed review, the Department has determined that \$[●] was properly payable by the Commission under the terms of the Agreement in respect of invoice number [●], and forwarded such payment to the Design-Builder under the terms of the Comprehensive Agreement. Accordingly, \$[●] shall be credited to the Commission for the purposes of the next-occurring Department DB Payment Request.

The undersigned certifies (i) the amounts forwarded by the Department to the Design-Builder relating to invoice number [●] were applied solely and exclusively for the payment or the reimbursement of the Department's costs of the project services described and set forth in Exhibits 2 and 3 of the Agreement, (ii) the Department is responsible for payment to vendors/contractors, (iii) the Department is not in breach or default with respect to any of its obligations under the Agreement, (iv) the representations and warranties made by the Department in the Agreement are true and correct as of the date of this certification, and (v) to the knowledge of the Department, no condition exists under the Agreement that would allow the Commission to withhold the amounts forwarded. Also included are copies of each invoice relating to the items which this certification covers.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

EXHIBIT 12

FORM OF PAYMENT REQUISITION – ADMINISTRATION COSTS

I-64 Hampton Roads Bridge Tunnel Expansion Project

Commission Project Number: _____

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 Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge Tunnel Expansion Project dated _____, 20____ (the "Agreement") between the Hampton Roads Transportation Accountability Commission (the "Commission") and the Virginia Department of Transportation (the "Department"). The Department hereby requests \$_____ of Commission funds, to pay the costs of the Administration Costs 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 the Department's costs of Administration Costs that were incurred in the performance of work for the Project as authorized by the Agreement, (ii) the Department is responsible for payment to vendors/contractors, (iii) the Department is not in breach or default with respect to any of its obligations under the Agreement, (iv) the representations and warranties made by the Department in the Agreement are true and correct as of the date of this requisition, and (v) to the knowledge of the Department, no condition exists under the Agreement that would allow the Commission 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	Column B - HRTAC Approved Project Costs	Column C - Total PayGo Requests Previously Received	Column D - PayGo Requisition Amount this Period	Column E - 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

Column A - Vendor/Contractor Name	Column B - Item Number	Column C - Invoice Number	Column D - Cost Category	Column E - Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-

Requisition Amount		\$ -
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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 E in the Schedule above.

EXHIBIT 13

LIMITATION ON ACTIONS UNDER COMPREHENSIVE AGREEMENT

Section 1. Actions Requiring Prior Written Consent of Commission

- A. The Department's approval of the Design-Builder's acquisition of Additional Right-of-Way pursuant to Section 2.1.6 (*General*) of Exhibit 1 (*General Conditions of Contract*) to the Comprehensive Agreement

Section 2. Actions Requiring Consultation with the Commission

- A. The Department's waiver of any conditions to the issuance of NTP pursuant to Section 5.1.2 (Notice to Proceed) of the Comprehensive Agreement
- B. With respect to Section 5.1.3.2 (Delays to Notice to Proceed) of the Comprehensive Agreement, the Department's: (i) determination not to issue NTP on or before the Extended NTP Delay Date; (ii) agreement on a revised Contract Price, Substantial Completion Deadline, or Final Completion Deadline; or (iii) delivery of an Extended NTP Delay Termination notice pursuant to subdivision (c) thereof
- C. The Department's waiver of any conditions to Substantial Completion pursuant to Section 6.7.7 (Substantial Completion) of the Comprehensive Agreement
- D. The Department's exercise of discretion in relation to minor deliverables and retained amounts pursuant to Section 6.8.5 (Final Completion) of the Comprehensive Agreement
- E. The Department's exercise of discretion to make partial payments pursuant to Section 8.8 (Termination for Convenience) of the Comprehensive Agreement
- F. The Department's (i) determination that remaining Guarantor(s) can sufficiently guarantee the Design-Builder's obligations or (ii) acceptance of a replacement Guarantee with a reputable counterparty, pursuant to Section 11.2.1.11 (Department's Right to Perform and Terminate for Cause) of Exhibit 1 (General Conditions of Contract) to the Comprehensive Agreement
- G. With respect to Exhibit 5 (Early Work Scope Document) to the Comprehensive Agreement, the Department's exercise of discretion pursuant to (i) the second paragraph of Section 2 and (iii) subsection 3(C) thereof
- H. With respect to Exhibit 9 (Price Adjustment for Asphalt), the Department's exercise of discretion pursuant to the last sentence of the second paragraph thereof
- I. With respect to Exhibit 17 (Dispute Resolution Board), the Department's appointment of members of the DRB or execution of the DRB Agreement pursuant to Section 2.2 thereof

- J. With respect to any Guarantee, the Department's discretion pursuant to Section 1.3.15 thereof
- K. With respect to any Guarantee, the Department's exercise of rights pursuant to Section 1.4.3

Section 3. Actions Department is to Take or Refrain from Taking Upon Request of Commission

- A. The Department's enforcement of the Commission's right to access the Design-Builder's books and records pursuant to Section 7.5 (*Record Maintenance and Retention of Records*) of the Comprehensive Agreement

EXHIBIT 14

TAX COVENANTS FOR BOND FUNDED PROJECTS

1. (A) the Department shall not permit the “Proceeds” of any “Commission Bonds” or any “Financed Property” to be used in any manner that would result in either: (1) 5% or more of such proceeds being considered as having been used in any trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the “Code;” (2) 5% or more of such Proceeds being used with respect to any “output facility” (other than a facility for the furnishing of water) within the meaning of Section 141(b)(4) of the Code; (3) 5% or more of such Proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit, as provided in Section 141(c) of the Code; or (4) more than an aggregate of \$15,000,000 of Proceeds of any single Commission Bond issue being considered as having been used in any trade or business, any output facility or to make or finance loans as described in (1), (2) or (3) above; ***provided, however,*** that if the Commission and the Department receive an opinion of nationally recognized bond counsel concluding that such use or action will not affect the exclusion of interest on the Commission Bonds from gross income of the holders thereof for federal tax purposes under existing law, the Department need not comply with such restrictions.

(B) Notwithstanding the foregoing, the Department and THE Commission agree that the provisions herein shall not apply to Proceeds of Commission Bonds derived from “qualified bonds” (as defined in Section 141(e) of the Code (or any successor provisions thereto or regulations thereunder)) THE Commission may from time to time issue. In the event any such “qualified bonds” are issued by THE Commission, the Department agrees that it will not permit Proceeds of Commission Bond derived from such “qualified bonds” to be used in a manner that fails to comply with the provisions of Section 141(e) and 142(a) of the Code (or any successor provisions thereto or regulations thereunder). The provisions of this subparagraph (B) shall not negate any provision in the Agreement or other agreement between THE Commission and the Department that requires mutual consent of the parties or Commission approval of a concession arrangement in respect of the Project.

2. the Department agrees not to requisition or spend the proceeds of any THE Commission Bond for any cost of the Project not constituting a “Capital Expenditure.”

3. Except as may be described in writing to the Commission, the Department neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Department is receiving or may receive Proceeds of Commission Bonds.

4. The Department acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by the Commission to the contractors/vendors, or (ii) the Department remits payment to the contractors/vendors within five banking days after the date on which the Commission advances the amount of the requisition. The Commission may request the detailed information in order to compute the rebate liability to the U.S. Treasury on the Commission’s bonds or other debt financing pursuant to Section 148 of the Code. In addition, the Department shall provide the

Commission with any further information reasonably requested by the Commission from time to time concerning the matters described in this Exhibit 14.

5. The following terms have the meanings assigned to them below whenever they are used in this Exhibit 14.

“Capital Expenditure” means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of “placed in service” under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

“Code” means the Internal Revenue Code of 1986, as amended.

“Financed Property” means any property financed in whole or in part by any allocation of Commission Bond Proceeds.

“Commission Bond” means any Commission bond or other debt instrument that is a “tax-exempt bond” or a “tax-advantaged bond” (as defined in Treasury Regulations Section 1.150-1(a)).

“Proceeds” means the sale proceeds of any Commission Bond, together with the investment earnings on such proceeds, to the extent allocated to the Project.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda Item 12

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

March 21, 2019

MOTION

Made By: _____ Seconded By: _____

Action: _____

Action Relating to I-64 Hampton Roads Bridge-Tunnel (HRBT) Expansion Project and South Island Trestle Bridge Replacement Work

WHEREAS, the Virginia Department of Transportation (the "Department") is procuring, pursuant to the Public- Private Transportation Act of 1995, (§33.2-1800, et seq. of the *Code of Virginia*), a design-builder for the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the "Project"), which Project is estimated to cost \$3.862 billion and will take more than six years to design and construct, and

WHEREAS, the Hampton Roads Transportation Accountability Commission will provide the primary source of funding for the Project pursuant to Chapter 26 of Title 33.2, while the Department will provide funding for replacement of the South Island Trestle Bridge, which is a component (HRBT Expansion South Island Trestle Bridge Component) of the Project; and

WHEREAS, the Hampton Roads Transportation Planning Organization, ("HRTPO") has submitted an application seeking \$200 million in SMART SCALE funding for the Project and, based on a January 15, 2019 briefing to the Commonwealth Transportation Board ("Board"), HRTPO's application for the Project has been scored, has ranked as the top application/project for congestion mitigation in Round 3 of SMART SCALE, and has been recommended for funding by the Office of Intermodal Planning and Investment; and

WHEREAS, Subsection D of § 33.2-358 and § 33.2-369 of the *Code of Virginia* provide for funding of reconstruction and replacement of structurally deficient state and locally owned bridges and reconstruction and rehabilitation of pavement on the Interstate System and primary state highway system (State of Good Repair Program); and

Resolution of the Board

Action Relating to I-64 Hampton Roads Bridge-Tunnel (HRBT) Expansion Project and South Island Trestle Bridge Replacement Work

March 21, 2019

Page 2

WHEREAS, Subsection B of § 33.2-369 directs the Commonwealth Transportation Board (the Board) in allocating funds for the State of Good Repair Program, to ensure an equitable needs-based distribution of funding among the highway construction districts, with no district receiving more than 17.5 percent or less than 5.5 percent of the total funding allocated in any given year. Further, subsection B of § 33.2-369 provides that the Board may, by a duly adopted resolution, waive the district cap provided in said section for a fiscal year only when it determines that due to extraordinary circumstances or needs the cap inhibits the ability of the Department to address a key pavement or bridge need that has been identified; and

WHEREAS, Subsection C of § 33.2-358 also provides for the allocation of funding for bridge reconstruction and rehabilitation (CTB Formula Bridge funding) until July 1, 2020; and

WHEREAS, Subsection E of § 33.2-214 provides that the Board shall only include a project or program wholly or partially funded with funds from the State of Good Repair Program pursuant to § 33.2-369, the High Priority Projects Program pursuant to § 33.2-370, or the Highway Construction District Grant Programs pursuant to § 33.2-371 in the Six-Year Improvement Program if the allocation of funds from those programs and other funding committed to such project or program within the six-year horizon of the Six-Year Improvement Program is sufficient to complete the project or program; and

WHEREAS, Chapters 83 and 349 of the 2019 Acts of the General Assembly, effective July 1, 2019, will amend Section 33.2-214, providing that the provisions of subsection E shall not apply to any project (i) the design and construction of which cannot be completed within six years, (ii) the estimated costs of which exceed \$2 billion, and (iii) that requires the Board to exercise its authority to waive the funding cap pursuant to subsection B of § 33.2-369; and

WHEREAS, the estimated total cost to replace the South Island Trestle Bridge is \$108,527,646, which exceeds the CTB Formula Bridge funding available (\$30,655,295) and the State of Good Repair Program funding expected to be available in the FY 2020 – 2025 Six-Year Improvement Program related to the Hampton Roads District for the reconstruction and replacement of structurally deficient bridges; and

WHEREAS, exercising the Board's authority to waive the State of Good Repair funding district cap pursuant to subsection B of § 33.2-369 in fiscal years 2025 and 2026, and using all State of Good Repair funding available for VDOT bridge assets in the Hampton Roads District from fiscal year 2020 through 2026 provides sufficient funding to cover the balance needed to fully fund the \$108,527,646 cost to replace the South Island Trestle Bridge; and

WHEREAS, Section 33.2-214(B) of the *Code of Virginia* requires the Board to adopt by July 1st of each year a Six-Year Improvement Program of anticipated projects and programs. On June 20, 2018, a resolution was approved to allocate funds for the Fiscal Years 2019 - 2024 Six-Year Improvement Program (FY 2019-2024 SYIP Action); and

Resolution of the Board

Action Relating to I-64 Hampton Roads Bridge-Tunnel (HRBT) Expansion Project and South Island Trestle Bridge Replacement Work

March 21, 2019

Page 3

WHEREAS, for the purpose of providing funding needed for replacement of the South Island Trestle Bridge and prior to adoption of the Fiscal Years 2020 -2025 Six-Year Improvement Program, the Commissioner has requested the Board’s approval of a district cap waiver for FY 2025 and 2026 for the Hampton Roads District in accordance with subsection B of § 33.2-369; and

WHEREAS, in the FY 2019-2024 SYIP Action, 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 2019 through 2024 and 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 2019 through 2024 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

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

WHEREAS, in the FY 2019-2024 SYIP Action, 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 with a request for the transfer of \$30,655,295 in CTB Formula Bridge funds to the T22475 HRBT Expansion South Island Trestle Bridge Component.

NOW THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board, that the transfer of \$30,655,295 in CTB Formula Bridge funds to UPC T22475 I-64 HRBT Expansion South Island Trestle Bridge Component is appropriate and is hereby approved.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board, that replacement of the HRBT South Island Trestle Bridge constitutes an extraordinary circumstance and need as funding for the replacement of the HRBT South Island Trestle Bridge is not included in the I-64 HRBT Expansion Project.

Resolution of the Board

Action Relating to I-64 Hampton Roads Bridge-Tunnel (HRBT) Expansion Project and South Island Trestle Bridge Replacement Work

March 21, 2019

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NOW THEREFORE, BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board, that the Commissioner has requested, and the Board hereby grants, a waiver of the district cap for the Hampton Roads District pursuant to subsection B of § 33.2-369 for Fiscal Years 2025 and 2026 so that replacement of the HRBT South Island Trestle Bridge is fully funded.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board, that it is the Board's intent to approve, in the June 2019 Action Meeting of the Board, HRTPO's SMART SCALE application for the Project and to allocate, in the Fiscal Years 2020-2025 Six-Year Improvement Program, the \$200 million requested in HRTPO's application, to the I-64 HRBT Expansion Project.

###

CTB Decision Brief

Action Relating to I-64 Hampton Roads Bridge-Tunnel (HRBT) Expansion Project and South Island Trestle Bridge Replacement Work

Issue: The Virginia Department of Transportation (the “Department”) is procuring, pursuant to the Public- Private Transportation Act of 1995, (§33.2-1800, et seq. of the *Code of Virginia*), a design-builder for the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the “Project”), which Project is estimated to cost \$3.862 billion and will take more than six years to design and construct. While the Hampton Roads Transportation Accountability Commission will provide the primary source of funding for the Project, the Hampton Roads Transportation Planning Organization (“HRTPO”) has submitted an application seeking \$200 million in SMART SCALE funding for the Project. Further, while replacement of the South Island Trestle Bridge is a component (HRBT Expansion South Island Trestle Bridge Component) of the I-64 HRBT Expansion Project, the Department will provide funding for the South Island Trestle Bridge Component. Commonwealth Transportation Board (“Board”) action regarding these two funding issues is needed in order to ensure the Project and the HRBT Expansion South Island Trestle Bridge Component are fully funded.

Facts:

HRTPO SMART SCALE Application

- HRTPO has submitted an application seeking \$200 million in SMART SCALE funding for the Project.
- Based on a January 15, 2019 briefing to the Board, HRTPO’s application for the Project has been scored, has ranked as the top application/project for congestion mitigation in Round 3 of SMART SCALE, and has been recommended for funding by the Office of Intermodal Planning and Investment.
- Accordingly, it is being recommended that, in the March 2019 Action Meeting, the Board indicate its intent to approve, in the June 2019 Action Meeting of the Board, HRTPO’s SMART SCALE Application and to allocate in the Fiscal Years 2020-2025 Six-Year Improvement Program, the \$200 million requested in HRTPO’s application, to the I-64 HRTB Expansion Project.

Funding HRBT Expansion South Island Trestle Bridge Component

- Subsection D of § 33.2-358 and § 33.2-369 of the *Code of Virginia* provide for funding of reconstruction and replacement of structurally deficient state and locally owned bridges and reconstruction and rehabilitation of pavement on the Interstate System and primary state highway system (State of Good Repair Program).
- Subsection B of § 33.2-369 directs the Board, in allocating funds for the State of Good Repair Program, to ensure an equitable needs-based distribution of funding

among the highway construction districts, with no district receiving more than 17.5 percent or less than 5.5 percent of the total funding allocated in any given year.

- Subsection B of § 33.2-369 provides, however, that the Board may, by a duly adopted resolution, waive the district cap provided in said section for a fiscal year only when it determines that, due to extraordinary circumstances or needs, the cap inhibits the ability of the Department to address a key pavement or bridge need that has been identified.
- Subsection C of § 33.2-358 also provides for the allocation of funding for bridge reconstruction and rehabilitation (CTB Formula Bridge funding) until July 1, 2020.
- Subsection E of § 33.2-214 provides that the Board shall only include a project or program wholly or partially funded with funds from the State of Good Repair Program, the High Priority Projects Program, or the Highway Construction District Grant Programs in the Six-Year Improvement Program if the allocation of funds from those programs and other funding committed to such project or program within the six-year horizon of the Six-Year Improvement Program is sufficient to complete the project or program.
 - Chapters 83 and 349 of the 2019 Acts of the General Assembly, effective July 1, 2019, will amend § 33.2-214, providing that the provisions of subsection E shall not apply to any project (i) the design and construction of which cannot be completed within six years, (ii) the estimated costs of which exceed \$2 billion, and (iii) that requires the Board to exercise its authority to waive the funding cap pursuant to subsection B of § 33.2-369.
- The estimated total cost to replace the South Island Trestle Bridge is \$108,527,646, which exceeds the CTB Formula Bridge funding available (\$30,655,295) and the State of Good Repair Program funding expected to be available in the FY 2020 – 2025 Six-Year Improvement Program related to the Hampton Roads District for the reconstruction and replacement of structurally deficient bridges.
- However, if the Board exercises its authority to waive the State of Good Repair funding district cap pursuant to subsection B of § 33.2-369 in fiscal years 2025 and 2026 and utilizes all State of Good Repair funding available for VDOT bridge assets in Hampton Roads District from fiscal year 2020 through 2026, sufficient funding will be available to cover the balance needed to fully fund the \$108,527,646 cost to replace the South Island Trestle Bridge.
- Accordingly, the Commissioner is requesting that the Board, in its March 2019 Action Meeting, (i) approve transfer of \$30,655,295 in CTB Formula Bridge funds to the HRBT Expansion South Island Trestle Bridge Component; (ii) find that replacement of the

CTB Decision Brief

Action Relating to I-64 Hampton Roads Bridge-Tunnel (HRBT) Expansion Project and South Island Trestle Bridge Replacement Work

March 21, 2019

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HRBT Expansion South Island Trestle Bridge constitutes an extraordinary circumstance and need; and (iii) approve a district cap waiver for FY 2025 and 2026 for the Hampton Roads District in accordance with subsection B of § 33.2-369.

Recommendations for the March Action Meeting: That the Board, (i) indicate its intent to approve, in the June 2019 Action Meeting of the Board, HRTPO's SMART SCALE Application and to allocate in the Fiscal Years 2020-2025 Six-Year Improvement Program, the \$200 million requested in HRTPO's application, to the I-64 HRTB Expansion Project. (ii) approve transfer of \$30,655,295 in CTB Formula Bridge funds to the HRBT Expansion South Island Trestle Bridge Component; (iii) find that replacement of the HRBT Expansion South Island Trestle Bridge constitutes an extraordinary circumstance and need; and (iv) approve a district cap waiver for FY 2025 and 2026 for the Hampton Roads District in accordance with subsection B of § 33.2-369.

Action Required by CTB: Approval of a formal resolution providing for the recommended/requested actions.

Result, if Approved: The Board will be (i) expressing its intent to award HRTPO's SMART SCALE Application and to allocate in the Fiscal Years 2020-2025 Six-Year Improvement Program, the \$200 million requested in HRTPO's application, to the I-64 HRTB Expansion Project, and (ii) taking action necessary to ensure that the HRBT Expansion South Island Trestle Bridge Component is funded.

Options: N/A.

Public Comments/Reactions: N/A

AWARD

PRIMARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
136	112951, 112952, 112953	LOCATION: VARIOUS	W-L CONSTRUCTION & PAVING, INC.	2	\$6,892,508.05	\$6,507,888.92
	(NFO)PM1D-961-F20,N501		CHILHOWIE			
	PM01337	WISE	VA			
	Maintenance Funds	BRISTOL DISTRICT				
		2019 PLANT MIX				

1 Recommended for AWARD \$6,892,508.05

AWARD

SECONDARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
978	114222	LOCATION: VARIOUS	SUPERIOR PAVING CORPORATION	4	\$5,418,612.30	\$5,982,284.51
	PM9M-053-F19, N501		GAINESVILLE			
		LOUDOUN	VA			
	Maintenance Funds	NORTHERN VIRGINIA DISTRICT				
		2019 PLANT MIX				
979	114217	LOCATION: VARIOUS	SUPERIOR PAVING CORPORATION	6	\$5,678,592.02	\$6,415,580.31
	PM9R-076-F19, N501		GAINESVILLE			
		PRINCE WILLIAM	VA			
	Maintenance Funds	NORTHERN VIRGINIA DISTRICT				
		2019 PLANT MIX				

2 Recommended for AWARD \$11,097,204.32

BID RESULTS FOR THE CTB

December 12, 2018

DESIGN BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost
UPC-106573 0007-253-109 Contract #C00106573DB101 Design, ROW, Construction & QA/QC	Route 7 and Battlefield Parkway Interchange Town of Leesburg, Northern Virginia District The purpose of this Project is to relieve congestion, improve traffic operations, safety and pedestrian/vehicular flow and allow Route 7 to function as a limited access freeway through the Town of Leesburg by construction a new interchange at the Route 7 Intersection with Battlefield Parkway and modifying the intersection of Route 7 and Cardinal Park Drive by constructing a right in/right out with auxiliary lanes and eliminating the traffic existing signal.	AWARD	Wagman Heavy Civil, Inc., York, PA.	3	\$59,603,832.50	\$44,538,000.00

Recommended for Award: \$59,603,832.50

BID RESULTS FOR THE CTB

January 17, 2019

DESIGN BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost
UPC-97555 & 111265 0081-086-742, P101, B659 0081-086-818, B663 Contract #C00097555DB102 Design, ROW, Construction & QA/QC	I-81 Bridge Replacement over Route 11 City of Akins/Smyth County, Bristol District The Project involves replacement of I-81 bridges over Route 11, Norfolk Southern Railroad and Middle Folk of the Holston River. The Project will replace the Northbound and Southbound bridges including associated improvements while minimizing impacts to the travelling public and the adjacent Railroad. The Project includes, design and construction of bridge substructure and superstructures, roadway improvements demolition of the existing bridge structures, railroad coordination, drainage and storm water management, erosion and sediment controls and associated work.	AWARD	Orders Construction Company, St. Albans, West Virginia	3	\$28,982,090.67*	\$21,109,745.00

Recommended for Award: \$28,982,090.67

March 2019 CTB Meeting

DESIGN-BUILD PROJECT

Project Name: Route 7 and Battlefield Parkway Interchange
Project #: 0007-253-109, P101, R201, C501, B60
UPC: 106573
Contract #: C00106573DB101
Location: Town of Leesburg, Northern Virginia District

The purpose of this project is to relieve congestion, improve traffic operations, safety, and pedestrian/vehicle flow and allow Route 7 to function as a limited access freeway through the Town of Leesburg. The project will construct a new interchange at the Route 7 (East Market Street) intersection with Battlefield Parkway and modify the intersection of Route 7 and Cardinal Park Drive by construction of a right in/right out with auxiliary lanes and eliminating the existing traffic signal.

The project limits are from approximately 0.75 miles west of Battlefield Parkway to approximately 0.75 miles east of Battlefield Parkway, for a total length of approximately 1.5 miles along Route 7. The limits along Battlefield Parkway are from approximately 0.25 miles south of Route 7 to approximately 0.40 miles north of Route 7 for a total length of approximately 0.65 miles. These project limits are approximate and based upon the RFP Conceptual Plans provided in the RFP Information Package. The final project length may vary depending upon the Design-Builders final design as approved by VDOT.

The project will include, among other things, design and construction of roadway and intersection; design and construction of bridge substructure and superstructure; survey; right of way acquisition; lighting; drainage and storm water management; traffic signals; environmental permitting, erosion and sedimentation controls; a CCTV camera; utility relocation; and quality assurance and quality controls.

This procurement used the Two Phase Best Value method.

Funding Source: Local, Revenue Sharing, RSTP, and NVT

Final Completion Date: April 29, 2022

SHORTLISTED OFFERORS:

<u>Name</u>	<u>Bid Price</u>	<u>Combined Score</u>
Wagman Heavy Civil/Parsons	\$59,603,832.50	92.01
Lane Contracting Corporation/JMT	\$58,906,000.00	89.74
Shirley Contracting/Dewberry	\$61,165,472.00	88.86

March 2019 CTB Meeting
DESIGN-BUILD PROJECT

Project Name: Replacement of I-81 Bridges over Rte. 11, NS Railroad and Middle Fork Holston River
Project #: 0081-086-742, P101, B659
0081-086-818, B663
UPC: 97555 & 111265
Contract #: C00097555DB102
Location: Atkins-Smyth County- Bristol District

This Project involves the replacement of I-81 Northbound and Southbound bridges over Route 11, Norfolk Southern Railroad and the Middle Fork Holston River including associated approach improvements while minimizing impacts to the travelling public and the railroad. The Project is located on I-81 from approximately 1.96 miles north of Exit 50 to 2.86 miles north of Exit 50 for a total length of approximately 0.90 miles.

The Project includes, but is not limited to, the design and construction of bridge substructure and superstructure, roadway improvements along I-81, demolition of existing bridge structures, railroad coordination, drainage and storm water management, erosion and sedimentation controls, signing and pavement markings, utility relocations, and associated work.

This procurement used the Two Phase Best Value method.

Funding Source: Federal and State allocations

Final Completion Date: May 23, 2022

SHORTLISTED OFFERORS:

Name	Bid Price	Combined Score
Orders Construction Company	\$28,982,090.67	87.75
Blythe Development Company	\$30,553,163.97	81.23
English Construction Company	\$40,334,470.28	65.69

AWARD

INTERSTATE

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
A59	113399	LOCATION: VARIOUS	ALLAN MYERS VA, INC.	3	\$5,444,777.00	\$5,259,110.05
	(NFO) PM44-964-F19, P401		GLEN ALLEN			
	PM04(473)	HENRICO	VA			
	Maintenance Funds	RICHMOND DISTRICT				
		CORRIDOR PATCHING AND PAVING				

1 Recommended for AWARD \$5,444,777.00

AWARD

PRIMARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
135	112948, 112949	LOCATION: VARIOUS	ROGERS GROUP, INC.	2	\$6,078,976.36	\$5,909,951.99
	(NFO)PM1C-961-F20,N501		NASHVILLE			
	PM01337	LEE AND SCOTT	TN			
	Construction/Maintenance Funds	BRISTOL DISTRICT				
		2019 PLANT MIX				
139	112968, 112970	LOCATION: VARIOUS	W-L CONSTRUCTION & PAVING, INC.	2	\$7,574,836.57	\$7,408,665.09
	(NFO)PM1G-961-F20,N501		CHILHOWIE			
	PM01337	BLAND, GRAYSON AND WYTE	VA			
	Construction/Maintenance Funds	BRISTOL DISTRICT				
		2019 PLANT MIX				
A64	113546	LOCATION: VARIOUS	COLONY CONSTRUCTION, INC.	4	\$5,056,237.77	\$5,821,683.38
	(NFO) PM4C-020-F19, P401		POWHATAN			
	PM04(474)	CHESTERFIELD, AMELIA	VA			
	Maintenance Funds	RICHMOND DISTRICT				
		ASPHALT RESURFACING				

AWARD

PRIMARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
N96	673	FROM: 0.012 MILES SOUTH OF STONY FORK ROAD	BRAYMAN CONSTRUCTION CORPORATION	5	\$7,395,023.25	\$7,772,179.19
	(NFO)0122-009-103,C501, B603	TO: 0.359 MILES NORTH OF STONY POINT ROAD	SAXONSBURG			
	BR-009-2(049)	BEDFORD	PA			
	Construction Funds	SALEM DISTRICT				
		REPLACE BRIDGE OVER GOOSE CREEK				

4 Recommended for AWARD \$26,105,073.95

AWARD

PRIMARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.
A65	113545, 113557, 113558	LOCATION: VARIOUS	ALLAN MYERS VA, INC.	4	\$6,366,777.00	\$6,812,318.74
	(NFO) PM4D-026-F19,P401		GLEN ALLEN			
	PM04(474),PM04(473)	NOTTOWAY,DINWIDDIE AND PRINCE GEORGE	VA			
	Maintenance Funds	RICHMOND DISTRICT				
		ASPHALT RESURFACING				

1 Recommended for AWARD \$6,366,777.00

March 2019 CTB Meeting

N96

0122-009-103,C501,B603

Bedford County

This project will consist of replacing the existing steel beam bridge over the Goose Creek in Bedford County with a parallel new bridge structure in Salem District. The project is located on Route 122, two miles south of the intersection with Route 24 and approximately six miles northeast of Smith Mountain Lake in Bedford County, VA. The existing roadway within the project limits is a two-lane roadway and crosses over Goose Creek on a tangent alignment. The north approach of the bridge consists of a very sharp, nearly 90-degree curve with a rising grade of approximately 7%.

The new bridge structure will be 288 feet long and consist of 3-span concrete the multi girder precast prestressed concrete bulb-T bridge with composite concrete deck slab. The new bridge will be constructed in essentially the same footprint as the existing bridge using staged construction. This project will address structural deficiencies associated with the existing structure and will improve safety for the traveling public. No detours will be required for this project as the existing bridge and phased construction will be used for maintenance of traffic and to minimize the disruption to traffic.

Fixed Completion Date: July 21, 2021