



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

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RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

Agenda item # 3

June 17, 2020

MOTION

Made By: Mr. Whitworth, Seconded By: Ms. DeTuncq

Action: Motion Carried, Unanimously

Title: Authorization for the Commissioner of Highways to Enter into an Agreement with the West Virginia Department of Transportation, Division of Highways Relating to a Highway Improvement Project on United States 340

WHEREAS, the Virginia Department of Transportation (“Virginia”) and the West Virginia Department of Transportation (“West Virginia”) propose a highway improvement project to improve the existing two-lane section of United States Route 340 (“US 340”), which is between the existing four-lane roadway section of US 340 in Clarke County, Virginia and the existing four-lane section of US 340 known as the Charles Town Bypass in Jefferson County, West Virginia (the “Project”). More specifically, the Project is referenced as Virginia Project UPC 111615 State Project 0340-21-736, a length of approximately 0.19 miles and as West Virginia Project U319-340-0.00, a length of approximately 4.10 miles; and

WHEREAS, Virginia and West Virginia have additionally proposed entering into an agreement (the “Agreement”), which specifies the terms and conditions for the coordination between the two agencies on the Project; and

WHEREAS, West Virginia would be the lead agency who would design and construct the Project under the West Virginia Highways Design Build Program, where the Design Build Contractor would be responsible for maintenance of the Project during the construction phase and Virginia and West Virginia will be responsible for the continuing maintenance of their respective sections of the Project once complete; and

WHEREAS, West Virginia shall be responsible for the lead construction supervision of the Project and shall provide for construction engineering means, including the review of shop drawings as required, and Virginia shall have approval of contractors or materials in that portion of the Project situated within Virginia; and

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WHEREAS, Virginia and West Virginia shall each bear 100% of the cost of construction of the portion of the Project within their respective states in accordance with the terms of the Agreement; and

WHEREAS, the total estimated cost of construction of the project is Thirty-Five Million Six Hundred Seventy-Four Thousand Six Hundred Forty-Two dollars (\$35,674,642), which amount includes the design and construction costs; and

WHEREAS, any additional Right of Way or Utility cost will be handled by work order for the respective state and added to the total cost of construction; and

WHEREAS, Virginia's prorated share of the cost of construction is anticipated to be One Million Six Hundred Twelve Thousand Four Hundred Ninety-Four dollars (\$1,612,494); and

WHEREAS, no additional Right of Way or Utility Costs on the portion of the Project in Virginia are anticipated; and

WHEREAS, the Agreement states that West Virginia shall invoice Virginia annually beginning on or about July 1, 2020, or after the Project is successfully let and awarded and substantial work is underway/completed in Virginia, whichever occurs later, and for each subsequent year on July 1st for a period of up to five-years for Virginia's share of the Project, in accordance with the terms of the Agreement; and

WHEREAS, the Agreement states that if the Project is finished prior to the five-year period identified for payments, West Virginia will bill Virginia for the balance of Virginia's share of the Project within one year after the completion of the work in Virginia; and

WHEREAS, once the work is complete and has been inspected and achieves final acceptance by Virginia, Virginia will add the modified mileage into the Primary System of highways for future maintenance; and

WHEREAS, §33.2-221 B of the Code of Virginia empowers the Commonwealth Transportation Board to enter into all contracts and agreements with other states necessary for the proper coordination of the location, construction, maintenance, improvement, and operation of transportation systems, including the systems of state highways, with the highways of such other states, and where necessary, seek the approval of such contracts by the Congress of the United States.

NOW, THEREFORE, BE IT RESOLVED, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to enter into an Agreement, attached hereto as

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Exhibit A, with the West Virginia Department of Transportation, Division of Highways, relating to a Highway Improvement Project on US 340 with such changes and additions as the Commissioner deems necessary.

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CTB Decision Brief

Authorization for the Commissioner of Highways to Enter into an Agreement with the West Virginia Department of Transportation, Division of Highways Relating to a Highway Improvement Project on United States 340

Issue: Pursuant to §33.2-221 B of the *Code of Virginia*, the Virginia Department of Transportation (VDOT) is requesting that the Commonwealth Transportation Board (Board) authorize the Commissioner of Highways to sign the attached Interstate Agreement (Agreement) with the West Virginia Department of Transportation, Division of Highways (WVDOH) to allow improvements to United States Route 340 (US 340) in Clarke County, Virginia.

Facts: VDOT and WVDOH propose a highway improvement project to improve the existing two-lane section of US 340, which is between the existing four-lane roadway section of US 340 in Clarke County, Virginia and the existing four-lane section of US 340 known as the Charles Town Bypass in Jefferson County, West Virginia (the “Project”). More specifically, the Project is referenced as Virginia Project UPC 111615 State Project 0340-21-736, a length of approximately 0.19 mile and as West Virginia Project U319-340-0.00, a length of approximately 4.10 miles.

Pursuant to the terms and conditions in the Agreement, WVDOH would be the lead agency who would design and construct the Project under the West Virginia Highways Design Build Program. The Design Build Contractor would be responsible for maintenance of the Project during the construction phase and VDOT and WVDOH will be responsible for the continuing maintenance of their respective sections of the Project once complete. WVDOH shall be responsible for the lead construction supervision of the Project and shall provide for construction engineering means, including the review of shop drawings as required. VDOT shall have approval of contractors or materials in that portion of the Project situated within Virginia.

VDOT and WVDOH shall each bear 100% of the cost of construction of the portion of the Project within their respective states. The Agreement states that this cost shall be calculated as four and fifty-two hundredths percent (4.52%) of the lump sum bid item for the portion of the roadway in Virginia, plus the cost of any change orders applicable to the portion of the roadway in Virginia, and calculated as ninety five and forty-eight hundredths percent (95.48%) of the lump sum bid item for the portion of the roadway in West Virginia, plus the cost of any change orders applicable to the portion of the roadway in West Virginia. The total estimated cost of construction of the project is Thirty-Five Million Six Hundred Seventy-Four Thousand Six Hundred Forty-Two dollars (\$35,674,642), which, according to the Agreement, only includes design and construction costs. Any additional Right of Way or Utility Costs will be handled by work order for the respective state and added to the total cost of construction. A Right of Way phase is not anticipated for the portion of the work in Virginia. Based on the aforementioned

cost sharing percentages, VDOT would be responsible for One Million Six Hundred Twelve Thousand Four Hundred Ninety-Four dollars (\$1,612,494) of the cost of the Project. Based on VDOT's cost estimates, it is more cost effective to allow WVDOH to construct Virginia's portion of work with their project rather than attempting to coordinate designs and construction sequence with WVDOH with a stand-alone VDOT project.

The Agreement states that WVDOH shall invoice VDOT annually beginning on or about July 1, 2020, or after the Project is successfully let and awarded and substantial work is underway/completed in Virginia, whichever occurs later, and for each subsequent year on July 1st for a period of up to five-years. The invoice amount shall be for VDOT's 4.52% share of the lump sum bid price on the Project, divided by 5, plus work done against the cost of any change orders applicable to the portion of the Project that lies within the Commonwealth of Virginia. If the Project is finished prior to the five-year period identified for payments, WVDOH will bill VDOT for Virginia's share of the balance of the Project within one year after the completion of the work in Virginia. Once the work is complete and has been inspected and achieves final acceptance by VDOT, the modified mileage will be added into the Primary System of highways for future maintenance.

Pursuant to §33.2-221 B of the *Code of Virginia*, the Board is empowered to enter into all contracts or agreements with other states necessary for the proper coordination of the location, construction, maintenance, improvement, and operation of transportation systems, including the systems of state highways, with the highways of such other states, and where necessary, seek the approval of such contracts by the Congress of the United States.

Recommendation: VDOT recommends that the Board delegate to the Commissioner of Highways the authority to enter into the attached Interstate Agreement with West Virginia Department of Transportation, Division of Highways to allow improvements to United States Route 340 in Clarke County, Virginia, with such changes as may be necessary.

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

Result, if Approved: The Commissioner will be authorized to enter into the Interstate Agreement with West Virginia Department of Transportation, Division of Highways to allow improvements to United States Route 340 in Clarke County, Virginia.

Options: Approve, Deny or Defer

Public Comments/Reactions: N/A

"EXHIBIT A"

WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
INTERSTATE AGREEMENT
WITH
THE VIRGINIA DEPARTMENT OF TRANSPORTATION
VA LINE – CHARLES TOWN RD
UNITED STATES 340
JEFFERSON COUNTY, WEST VIRGINIA
AND
CLARKE COUNTY, VIRGINIA

THIS AGREEMENT, executed in quadruplicate, made and entered into this _____ day of _____, 20____, by and between the West Virginia Department of Transportation, Division of Highways, acting by and through the Commissioner of Highways, hereinafter collectively referred to as "West Virginia," and the Commonwealth of Virginia and the Virginia Department of Transportation, an agency of the Commonwealth of Virginia, acting by and through the Virginia Commissioner of Highways, hereinafter, collectively referred to as "Virginia,"

WITNESSETH THAT:

WHEREAS, West Virginia and Virginia have determined that the need exists for coordination of the design and construction of a roadway enhancement project to United States Route 340 that connects Jefferson County, West Virginia and Clarke County, Virginia; and,

WHEREAS, West Virginia is agreeable to act as the lead agency, to the extent permissible by the laws of the State of West Virginia and of the Commonwealth of Virginia, regarding the implementation of the roadway enhancement project; and

WHEREAS, Virginia and West Virginia propose a highway improvement project to improve the existing two-lane section of United States 340, which is between the existing four-lane roadway section in Clarke County, Virginia and the existing four-lane roadway section of the Charles Town Bypass in Jefferson County, West Virginia (the "Project"). The proposed facility improvement will be approximately 4.3 miles in total length and will be improved to a four-lane

divided highway. The construction Project is referenced as Virginia Project UPC 111615 State Project 0340-21-736, a length of approximately .19436 miles and as West Virginia State Project U319-340-0.00, a length of approximately 4.10564 miles;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

I. GENERAL PURPOSE

The Parties hereto establish their respective responsibilities with regard to the Project. The Virginia Commissioner of Highways has the legal authority to enter into this Agreement in accordance with §§33.2-248 and 33.2-223 of the Code of Virginia, as amended, and has obtained approval of the Agreement from the Commonwealth Transportation Board pursuant to resolution dated _____. The West Virginia Commissioner of Highways has the legal authority to enter into this Agreement in accordance with W.V. Code. §§ 17-2A-8 and 17-4-19.

II. PREPARATION OF CONTRACT PLANS

West Virginia shall prepare the overall construction contract plans and other related documents for the Project pursuant to the West Virginia Highway Design Build Program, W.Va. Code §§ 17-2A-1 et seq, and applicable rules, policies and procedures. West Virginia shall be responsible for the preparation of the Request for Qualifications, design/construction criteria, standards, and directives in the form of a Request for Proposal document.

West Virginia will employ a consulting engineer(s) to prepare the Request for Qualifications and Request for Proposal document and any other associated work, which will be supervised and administered by West Virginia. All work performed by either West Virginia or its contractors or consulting engineers for the portion of the work in Virginia shall be done in consultation with and subject to the approval of Virginia. The Request for Proposal document, and all criteria, standards, and directives contained therein as they apply to the portions of the Project within the boundaries of the Commonwealth of Virginia, are subject to the Virginia Road Design Manual, Virginia Road and Bridge Specifications, Virginia Road and Bridge Standards, and the Virginia Work Area Protection Manual or equivalent West Virginia requirements if the Project is developed in its entirety with West Virginia requirements.

The Request for Proposal document, and all criteria, standards, and directives contained therein as they apply to the portions of the Project within the boundaries of the State of West Virginia, are subject to the West Virginia Department of Transportation, Division of Highways,

Standard Specifications Road and Bridges. The final Request for Qualifications and Request for Proposal must be approved by both Virginia and West Virginia and shall be for the purpose of soliciting proposals from prospective Design Build Teams. The contract shall be awarded to a Design Build team, hereinafter referred to as “Contractor”, with the lowest contractual bid that meets all contract criteria set forth in the Request for Proposal in accordance with West Virginia law. The contract shall be in a form approved by Virginia with regard to the terms and conditions applicable to any and all portions of the Project within the boundaries of the Commonwealth of Virginia. The request for Qualifications will invite all prospective Design Build Teams to contact VDOT [contact person?] concerning any such contractual terms or conditions that may affect the team’s bid or proposal.

III. APPROVALS

The Contractor shall be responsible for obtaining all permits, approvals, and authorizations from Federal, State and Local authorities necessary for the construction of the Project.

The Contractor shall be responsible for obtaining all permits pursuant to Section 404 of the Clean Water Act, National Pollutant Discharge Elimination System (NPDES) permits and any and all other environmental permits or clearances required for the Project.

IV. RIGHT OF WAY AND UTILITIES

Acquisition of additional property necessary for that portion of the Project located in the State of West Virginia shall be the sole responsibility of the Contractor. Current preliminary design alignments, horizontal and vertical, do not require any additional right of way in Virginia. If any additional right of way is necessary in the Virginia portion of the Project, acquisition of such property shall be the sole responsibility of the Contractor with the coordination and oversight of Virginia and, the Contractor shall adhere to the requirements set forth in the VDOT Right of Way Manual of Instructions, 3rd Edition, FHWA Update January 1, 2016, Chapter 10, and Attachment 2 for the Technical Requirements, Part 2, Right of Way and Virginia Law for purposes of any such acquisition.

The Contractor shall be responsible for all utility relocations necessary for the Project in both West Virginia and Virginia. In Virginia, utility relocations shall conform to the requirements of the VDOT Utility Manual of Instructions, Utility Relocation Policies and Procedures, (11th or then current edition) and the VDOT Land Use Permit Regulations, as well as any master agreements in place between VDOT and the utility being relocated.

The Contractor shall be responsible for any work necessary to secure permits and right of entry agreements along any railroad right of way and railroad property necessary for the Project, whether such right of way is situated in West Virginia or Virginia.

West Virginia and the Contractor shall be permitted to enter upon right of way in the Commonwealth of Virginia and Virginia shall be permitted to enter upon right of way in the State of West Virginia as required to construct the Project, including the use of West Virginia and Virginia right of way property for access, staging and construction of the Project.

V. CONSTRUCTION CONTRACT AND SUPERVISION OF CONSTRUCTION

West Virginia shall be responsible for the lead construction supervision of the Project, and shall provide for other construction engineering means, including the review of shop drawings as may be required. All construction methods and materials used shall conform to either the West Virginia's Division of Highway's Standard Specifications for Roads and Bridges, or the Virginia Road & Bridge Specifications, Virginia Road and Bridge Standards, Virginia Work Area Protection Manual, the latest issue of Supplemental Specifications thereto (as applicable to West Virginia and Virginia) and to the contract documents as the location of the work may require. If West Virginia requirements are utilized for the entire Project, Virginia will accept West Virginia's requirements if they are equivalent to Virginia or Virginia may request any additional special provisions necessary to meet its requirements.

Approval of any change orders for the roadway, if any, requiring an expenditure of West Virginia or Virginia funds, shall be subject to the approval of West Virginia or Virginia, as applicable, prior to proceeding with the change order(s). Both parties hereto shall be financially responsible for the respective change orders associated with that portion of the Project situated within their state. Each party hereto shall be solely responsible for the supervision of construction costs and the inspection costs associated with that portion of the Project situated within their respective state. To the extent that West Virginia hires contractors or acquires materials that are used for the entire Project, then following approval by Virginia of the use of the contractors or materials in that portion of the Project situated within Virginia, West Virginia may invoice these costs on a proportionate basis as set forth herein.

Except for contract rights, claims, interests, and/or rights of action for or related to expenditures made or to be made by West Virginia under the Project, and not made or reimbursed by Virginia; any contract right, claim, interest, and/or right of action, whether contingent or vested, of West Virginia under the Project, arising out of or related to any contract entered into by West Virginia for the Project to be performed hereunder for the portion of the roadway located in Virginia (the "Claim"), shall be subrogated and assigned to Virginia, and Virginia shall have all of West Virginia's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation and assignment rights may be enforced. West Virginia shall notify Virginia of any such Claim. West Virginia further authorizes and assigns to Virginia, the authority and/or right to sue, compromise, or settle any such Claim. It is the intent of the parties that Virginia be fully substituted for West Virginia and assigned and subrogated to all West Virginia's contract rights to recover under such Claim(s). West Virginia agrees to cooperate with reasonable requests from Virginia for assistance in pursuing any action. The terms of this provision shall be stated in any Project contract with the Design Builder. Virginia may not exercise the rights recognized in this provision in any manner that impairs or compromises the claims of West Virginia for the portion of the Project that is located within West Virginia without the express written consent of West Virginia. West Virginia may not exercise the rights recognized in this provision in any manner that impairs or compromises the Claims of Virginia for the portion of the Project that is located within Virginia without the express written consent of Virginia.

If claims are asserted by or through the Contractor or any person or entity against or arising out of the Project, the party having notice of such claim will immediately notify the other party of the claim and the forum, if any, in which the claim is asserted or prosecuted. West Virginia and Virginia agree to cooperate to resolve any such claim, to provide each to the other all documents, records, test results or other materials in the custody or control the party receiving the request and reasonably related to the claim, and to testify concerning such claim if requested by the other party to this Agreement.

VI. OWNERSHIP

The official state line shall serve as the boundary line between parcels for the purpose of determining ownership of any portions of the Project.

VII. MAINTENANCE AND REPAIR

A. DEFINITIONS

1. The term "maintenance" herein shall mean all ordinary and normal care and work, inclusive of, but not necessarily limited to, snow removal and/or salting; pavement markings and signing; guardrail replacement or repair; and other roadway items associated with safely operating the roadway.

2. The term "repair" shall mean all work necessary to restore the roadway to a sound state after any deterioration and damage has occurred requiring the performance of work beyond the scope of ordinary maintenance.

B. MAINTENANCE AND REPAIR

1. During construction, the contractor will be responsible for all maintenance and repair as defined in Section VII (A) above until the Project is final and accepted by West Virginia and Virginia.

2. Upon completion and acceptance of the Project, West Virginia shall be responsible for accomplishing all maintenance and repair of the roadway owned and maintained by West Virginia.

3. Upon completion and acceptance of the Project, Virginia shall be responsible for accomplishing all maintenance and repair of the roadway owned and maintained by Virginia.

VIII. FINANCING OF CONSTRUCTION

1. The Project shall be advertised and awarded based on a single lump sum bid item. The amount of the contract so awarded, as modified by approved change orders, shall be the "total cost of construction" of the Project pursuant to this Agreement.

2. Virginia shall bear one hundred percent (100%) of the total cost of construction of such portion of the roadway that lies within the Commonwealth of Virginia. This cost shall be calculated as four and fifty-two hundredths percent (4.52%) of the lump sum bid item referenced in Item #1 above, plus the cost of any change orders applicable to the portion of the roadway that lies within the Commonwealth of Virginia. West Virginia shall bear one hundred percent (100%) of the total cost of construction of such portion of the roadway that lies within the state of West Virginia. This cost shall be calculated as ninety five and forty-eight hundredths percent (95.48%) of the lump sum bid item referenced in Item #1 above, plus the cost of any change orders applicable to the portion of the roadway that lies within the State of West Virginia.

3. The total estimated cost of construction of the Project is Thirty-Five Million Six Hundred Seventy-Four Thousand Six Hundred Forty-Two dollars (\$35,674,642). This estimate only includes design and actual construction costs. The cost of acquiring any additional right of way or costs for relocating utilities are not included in this estimate, but will be added to the total cost of construction by change order as set out above. No adjustment to the financial liability of either West Virginia or Virginia may be made without a change order signed by all necessary parties.

4. West Virginia shall invoice Virginia annually beginning on or about July 1, 2020, or after the Project is successfully let and awarded and substantial work is underway/completed in Virginia, whichever occurs later, and for each subsequent year on July 1st for a period of up to five years for Virginia's 4.52% share of the lump sum bid price on the Project, divided by 5, plus work done against the cost of any change orders applicable to the portion of the roadway that lies within the Commonwealth of Virginia. If the Project is finished prior to the five-year period identified for payments, West Virginia will bill Virginia for the balance of the Project within 1 year after the completion of the work in Virginia.

5. Upon receipt of an adequate and sufficient invoice, the Virginia payment shall be made within sixty (60) calendar days. Virginia shall notify West Virginia in writing if any additional information is necessary. If such notification is sent by Virginia, the required Virginia payment date shall be due sixty (60) days after receipt of the corrected invoice from West Virginia.

IX. CERTIFICATION OF FUNDS

The financial obligations of Virginia shall not be valid and enforceable unless funds are appropriated by the Virginia General Assembly and allocated by the Commonwealth Transportation Board. Virginia agrees to use 100% state funds for their share of the Project cost per the request of West Virginia since West Virginia intends to use 100% state funds to pay for its portion of the Project. Nothing herein shall negate the sovereign immunity of the Commonwealth of Virginia. Virginia shall have the right to inspect and obtain copies of any and all documents or other information with respect to the cost of the Project. Virginia agrees to pay all reasonable copying costs for any copies requested.

Similarly, pursuant to the West Virginia Constitution, West Virginia cannot enter into any contract or agreement that would obligate it beyond the current fiscal year. Therefore, the financial

obligations of West Virginia shall not be valid and enforceable unless funds are appropriated for work to be performed under the Agreement.

West Virginia shall include in any and all contracts entered into pursuant to this Agreement, language that renders the contract and any financial obligations of the Parties pursuant to the contract subject to the legal availability of funds as set forth herein.

X. TERM OF AGREEMENT

The terms of this agreement shall expire on June 30, 2025. Any renewal shall be by written addendum in the form attached hereto as Exhibit A, executed by the Virginia Commissioner of Highways for the Commonwealth of Virginia and the Commissioner of Highways for the State of West Virginia.

Work to be performed under this Agreement is to be continued until completed, and may continue into succeeding fiscal years for the term of the contract or Agreement and any subsequent renewals, contingent upon funds being appropriated by the West Virginia Legislature and the Virginia General Assembly for this work. In the event of non-appropriation of funds by either Virginia or West Virginia, the contract shall be terminated in whole without penalty to either State at the end of the then current fiscal year for such State, with this contract or Agreement becoming null and void at the end of said fiscal year.

Both Virginia and West Virginia will make efforts to obtain the necessary funds to avoid cancellation of the Agreement, and both parties agree to provide written notice to the other party in the event of any non-appropriation thirty (30) calendar days prior to the end of the fiscal year in which such non-appropriation for the next fiscal year occurs, provided, however, that should one party provide notice of cancellation or termination of the contract, the other party may provide notice that it intends to continue with that portion of the Project within that party's jurisdiction, and the parties shall execute such documents as may be necessary to assign appropriate rights under the construction and consulting contracts in order to maintain continuity on the Project, subject to the continuing party's right to complete that portion of the Project in their jurisdiction with all new consultants and contractors at their discretion. The construction and consulting contracts will contain provisions authorizing assignment of those contracts in the event this agreement is cancelled or terminated.

XI. NOTICE/APPROVAL

Submission of invoices, notice to, and approval by West Virginia or Virginia under the terms of this Agreement shall be to and by the Commissioner of the Division of Highways, West Virginia Department of Transportation, and the Commissioner of Highways of the Virginia Department of Transportation or their respective duly authorized agents or employees.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

(SEAL)

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

Date

By: _____
Commissioner of Highways

(SEAL)

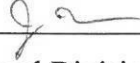
STATE OF WEST VIRGINIA,
COMMISSIONER OF HIGHWAYS

Date

By: _____
Commissioner

APPROVED AS TO FORM THIS
28 DAY June 2020
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS
9 - 2001123

Approved as to Legal Form:

 1-28-2020

Legal Division (West Virginia)

Office of the Virginia Attorney General
Senior Assistant Attorney General

(To be executed in quadruplicate)

Distribution: Virginia Department of Transportation
Virginia Office of the Attorney General, Transportation Section
Engineering Division
Highways Operations Division

EXHIBIT A
RENEWAL ADDENDUM
OF THE INTERSTATE AGREEMENT
BETWEEN THE COMMONWEALTH OF VIRGINIA
AND
THE STATE OF WEST VIRGINIA
FOR THE US 340 IMPROVEMENT PROJECT

This ADDENDUM is made this _____ day of _____, _____ by and between the Commonwealth of Virginia, acting through the Commissioner of Highways of the Virginia Department of Transportation, hereinafter referred to as "Virginia." and the State of West Virginia, acting by and through the Commissioner of Highways, hereinafter referred to as "West Virginia."

This ADDENDUM renews the Agreement, numbered _____, dated as of the _____ day of _____, 20____ between Virginia and West Virginia. That Agreement shall be extended until _____.

(SEAL)

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

Date

By: _____
Commissioner of Highways

(SEAL)

STATE OF WEST VIRGINIA,
COMMISSIONER OF HIGHWAYS

Date

By: _____
Commissioner