



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD AGENDA

VDOT Central Office Auditorium
1221 East Broad Street
Richmond, Virginia 23219
September 20, 2023

1:00 p.m. or upon adjournment of the September 20, 2023, Workshop meeting.

Public Comments:

Approval of Minutes:

July 18, 2023

HAMPTON ROADS DISTRICT:

Presenting: Chris Hall
District Administrator

1. Action on Authorization for the Commissioner of Highways to Enter into Standard Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to the I-64/Denbigh Boulevard Interchange Project.

LOCAL ASSISTANCE:

Presenting: Russell Dudley
Division Administrator

2. Action on Economic Development Access to Shirley T. Holland Intermodal Park, Project ECON-046-753 Located in Isle of Wight County Within the Hampton Roads District.

LOCATION AND DESIGN:

Presenting: Emmett Heltzel
State Location & Design Engineer

3. Action on Limited Access Control Changes (LACCs) for the Route 668 (Woolridge Road) Extension Located in Chesterfield County Within the Richmond District.

OFFICE OF STRATEGIC INNOVATION:

Presenting: Cathy McGhee

Deputy Commissioner

4. Action on Artificial Intelligence-Based Decision Support System for Enhancing Transportation Incident Management (RM3P).

RIGHT OF WAY & UTILITIES DIVISION:

Presenting: Angel Deem
Chief of Policy

5. Action on Locality Land Conveyance Located in the City of Alexandria Within the Northern Virginia District.

INFRASTRUCTURE INVESTMENT DIVISION:

Presenting: Kimberly Pryor
Division Director

6. Action on FY24-29 Six-Year Improvement Program Transfers for June 17, 2023, through August 18, 2023.
7. Action on Addition of Projects to the Revised Six-Year Improvement Program for Fiscal Years 2024-2029.

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION:

Presenting: Deanna Oware
Chief Financial Officer

8. Action on FY2024-FY2029 SYIP Project Updates for Federal Discretionary Match.

Presenting: Mike Todd
Director of Rail Programs

9. Action on Rail Industrial Access- Carolina Ave LLC., Located in Henrico County Within the Richmond District.

Presenting: Zach Trogdon
Chief of Public Transportation

10. Action on Policy for the Implementation of the Transit Ridership Incentive Program.
11. Action on Policy and Guidelines for Implementation of Funding for the Virginia Railway Express.
12. Action on Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA).

VIRGINIA DEPARTMENT OF TRANSPORTATION:

Presenting: Stephen Brich

Commissioner of Highways

13. Action on Authorization for the Commissioner of Highways to Execute an Amendment to the PAFA for the Hampton Roads Bridge-Tunnel Expansion Project Between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission.

SCHEDULING AND CONTRACT:

Presenting: Ben Coaker
Assistant State Construction Engineer

14. Bids.

NEW BUSINESS:

ADJOURNMENT:

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Agenda item # 1

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By:

Seconded By:

Action:

Title: Authorization for the Commissioner of Highways to Enter into a Standard Project Agreement between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission for the Interstate 64/Denbigh Boulevard Interchange Project, Phase 2

WHEREAS, the Virginia General Assembly, pursuant to Chapter 26 of Title 33.2 of the Code of Virginia, has 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, has 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, subsection C of § 33.2-214 of the Code of Virginia empowers the Commonwealth Transportation Board to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes; and

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Standard Project Agreement between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission for the Interstate 64/Denbigh Boulevard Interchange Project
Phase 2

September 20, 2023

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WHEREAS, VDOT completed an Interchange Justification Report (IJR) in 2021 that evaluated the need to add a new interchange on I-64 in the City of Newport News between the Jefferson Avenue and Fort Eustis Boulevard Interchanges; and

WHEREAS, the Federal Highway Administration (FHWA), in September 2021, approved the IJR, which found providing a new interchange on I-64 at Denbigh Boulevard in the City of Newport News to be acceptable in relieving safety concerns and congestion within this corridor; and

WHEREAS, the identified improvements for this new interchange are included in the region's 2045 Long Range Transportation Plan and HRTAC's 2045 Long Range Plan of Finance; and

WHEREAS, due to funding limitations, and in order to mitigate schedule concerns and expedite the westbound I-64 on- and off-ramp construction at Denbigh Boulevard to relieve congestion and improve safety at the I-64/Jefferson Avenue Interchange, VDOT and FHWA have agreed with a phased approach to the design, right of way acquisition, and construction of this new interchange; and

WHEREAS, the Commonwealth Transportation Board, on May 19, 2021, adopted a resolution approving \$46,592,997 in Round 4 Smart Scale allocations for the design, right of way acquisition and construction for the westbound I-64 off-ramp to Denbigh Boulevard for Phase 1 of the interchange project; and

WHEREAS, the Commonwealth Transportation Board, on December 8, 2021, adopted a resolution approving \$27,210,755 in Priority Transportation Funding to cover the additional costs to fund the design, right of way acquisition, and construction of the Denbigh Boulevard on-ramp to westbound I-64, thus completing funding for Phase 1 of this interchange project, in accord with the FHWA requirement to include both the on-and off-ramps in Phase 1 of the interchange project; and

WHEREAS, on June 15, 2023, HRTAC adopted (i) a FY2024-FY2030 HRTAC Highway Regional High Priority Projects Funding Plan of Finance that allocated \$26,643,026 for preliminary engineering and right of way acquisition for Phase 2, and (ii) a 2045 Long Range Plan of Finance which also included a preliminary planning cost estimate of \$161,420,044 for construction of Phase 2, which amount will be refined once preliminary engineering, right of way, and cost estimation work is completed to enable, subject to identification of legally available funds and amendment of the Funding Plan of Finance, construction to proceed; and

WHEREAS, VDOT has requested that the Commonwealth Transportation Board approve and authorize the Commissioner of Highways to execute a Standard Project Agreement (SPA) with HRTAC relating to design and right of way acquisition for, as well as potential future amendment to address construction of, the I-64/Denbigh Boulevard Interchange Project, Phase 2, as set forth in Exhibit A.

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Standard Project Agreement between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission for the Interstate 64/Denbigh Boulevard Interchange Project Phase 2

September 20, 2023

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NOW, THEREFORE, BE IT RESOLVED, the Commonwealth Transportation Board hereby approves and authorizes the Commissioner of Highways to enter into and execute the SPA with HRTAC, attached hereto as Exhibit A, regarding the funding and development of the I-64/Denbigh Boulevard Interchange Project, Phase 2, with such changes and additions as the Commissioner deems necessary as well as any future amendments thereto.

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CTB Decision Brief

Authorization for the Commissioner of Highways to Enter into a Standard Project Agreement between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission for the Interstate 64/Denbigh Boulevard Interchange Project, Phase 2

Issue: The Virginia Department of Transportation (VDOT) is requesting that the Commonwealth Transportation Board (CTB) authorize the Commissioner of Highways (Commissioner) to enter into the Standard Project Agreement (SPA) with the Hampton Roads Transportation Accountability Commission (HRTAC) for the Interstate 64/Denbigh Boulevard Interchange Project, Phase 2.

Facts:

- VDOT completed an Interchange Justification Report (IJR) in 2021 that evaluated the need to a new interchange on I-64 in the City of Newport News between the Jefferson Avenue and Fort Eustis Boulevard Interchanges.
- In September 2021, the Federal Highway Administration (FHWA) approved the IJR, which found providing a new interchange on I-64 at Denbigh Boulevard in the City of Newport News to be acceptable in relieving safety concerns and congestion within this corridor.
- The improvements identified for this new interchange are included in the Region's 2045 Long Range Transportation Plan and HRTAC's 2045 Long Range Plan of Finance.
- Due to funding limitations, and in order to mitigate schedule concerns and expedite the westbound on- and off-ramp construction to relieve congestion and improve safety at the I-64/Jefferson Avenue Interchange, VDOT and FHWA have agreed with a phased approach to the design, right of way acquisition, and construction of this new interchange.
- The Commonwealth Transportation Board, on May 19, 2021, adopted a resolution approving \$46,592,997 in Round 4 Smart Scale allocations for the design, right of way acquisition and construction for the westbound I-64 off-ramp to Denbigh Boulevard for Phase 1 of this interchange project.
- The Commonwealth Transportation Board, on December 8, 2021, adopted a resolution approving \$27,210,755 in Priority Transportation Funding to cover the additional cost to fund the design, right of way acquisition, and construction of the Denbigh Boulevard on-ramp to westbound I-64 thus completing funding for Phase 1 of this interchange project in accord with the FHWA requirement to include both the on and off-ramps in Phase 1 of this interchange project.
- On June 15, 2023, HRTAC adopted (i) a FY2024-FY2030 HRTAC Highway Regional High Priority Projects Funding Plan of Finance that allocated \$26,643,026 for preliminary engineering and right of way acquisition of Phase 2, and (ii) a 2045 Long Range Plan of Finance which also included a preliminary planning cost estimate of \$161,420,044 for construction of Phase 2, which amount will be refined once preliminary engineering, right of way, and cost estimation work is completed to enable, subject to identification of legally available funds and amendment of the Funding Plan of Finance, construction to proceed.
- VDOT has requested that the Commonwealth Transportation Board approve and authorize the Commissioner of Highways to execute a SPA with HRTAC to address funding for the design and right of way acquisition for, as well as potential future amendment to address construction of, the I-64/Denbigh Boulevard Interchange Project, Phase 2, as set forth in Exhibit A.

Recommendation: VDOT recommends that the CTB approve and delegate to the Commissioner the authority to enter into the SPA to address funding for the design and right of way acquisition for, as well as potential future amendment to address construction of, the I-64/Denbigh Boulevard Interchange

Project, Phase 2, attached hereto as Exhibit A, with such changes and additions as the Commissioner deems necessary, as well as any other future amendments thereto.

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

Result, if Approved: The Commissioner will be authorized to enter into the attached SPA between VDOT and HRTAC, and any future amendments thereto, for use of the additional HRTAC funds to pay the costs for the development of the I-64/Denbigh Boulevard Interchange Project, Phase 2.

Options: Approve, Deny or Defer

Public Comments/Reactions: N/A

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

HRTAC Project Title: I-64/Denbigh Boulevard Interchange Project - Phase 2 East Bound

HRTAC Project Number: UPC 123656 (Phase 2 Preliminary Engineering and Right of Way)

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and effective as of the date of last execution below, between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

WITNESSETH

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

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

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

WHEREAS, HRTAC is required to use all moneys that it receives, whether from the HRTF, bond proceeds, collections from any tolls imposed by HRTAC or otherwise (collectively, "HRTAC-Controlled Moneys"), for the benefit of those counties and cities that are embraced by HRTAC and in accordance with applicable law;

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

WHEREAS, in light of VDOT's responsibilities with respect to VDOT Highways and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, VDOT and HRTAC entered into a Memorandum of Agreement dated March

30, 2015 (such agreement as thereafter amended and modified from time to time, the "MOA");

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

WHEREAS, HRTAC has determined that it desires to proceed with the services described on Appendix A in respect of the project set forth and described on Appendix A to this Agreement (the "Project");

WHEREAS, HRTAC has determined that the Project would benefit the cities and counties that are embraced by HRTAC and it otherwise satisfies the requirements of the HRTAC Act;

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

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

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

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

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

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

A. VDOT's Obligations

VDOT shall:

1. Complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (i) any and all applicable federal, state, and local laws and regulations, and (ii) all terms and conditions of this Agreement, including, without limitation, the Project Budget and Project Schedule reflected in Appendix B, which Project Budget and Project Schedule (A) VDOT represents have been prepared in good faith, in accordance with the practices and procedures that VDOT uses for projects where the state or VDOT bears the cost of the project (including, without limitation, the practices used to price and budget services that may be internally sourced, such as Construction Engineering Inspection/CEI), and (B) the parties acknowledge may be amended pursuant to Section A.8 below or as follows:
 - (a) In the event that VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall notify HRTAC's Executive Director of the significant reduction in costs. For purposes of this Section A.1(a), HRTAC and VDOT agree that a "significant reduction in costs" shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the effect of the reduction on the commitments of the funding sources (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state or federal contributions, then the commitment of each funding source would be reduced by its proportionate share of the reduction in costs, which proportionate share will be based on the funding source's proportionate responsibility for the total budgeted costs before the reduction was realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).

- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for the total budgeted cost before the additional funding became available).
- (c) In the event that application is made for federal or state funding or loans not previously available for the Project, then VDOT will, to the extent within its reasonable control, provide reasonable support to such application and, if any such funding or loans are awarded or otherwise become available, take action to satisfy conditions and comply with requirements of such funding or loans, in each case as may be reasonably requested by HRTAC.

2. Without limiting the foregoing, VDOT shall:

- (a) Select contractors, contract with contractors, and administer and enforce contracts all in a manner that is consistent in all material respects with the policies, procedures and practices that VDOT uses where the state or VDOT bears the cost of a project; for example, VDOT shall use its customary policies, procedures and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using, where applicable, standard terms/forms), and monitoring and enforcing performance of contracts;
- (b) Not enter into any contract to perform the work related to the Project if (i) the cost of that contract would exceed the portion of the Project Budget reflected in Appendix B that is allocated to the work covered by that contract, (ii) the cost of that contract, when aggregated with the cost of all other contracts relating to the Project that have been, or are expected to be, entered into would exceed the Project Budget reflected in Appendix B, or (iii) the schedule in the contract for performing and paying for the work related to the Project would be materially different (whether

accelerated or delayed) from the Project Schedule set forth in Appendix B; in addition, if the bids or proposals received for any portion of the Project are not qualitatively consistent with VDOT's standards for that work or quantitatively within VDOT's projections for that work, each as determined by VDOT in its good faith judgment, VDOT shall (i) undertake a new procurement, or (ii) recommend alternative measures to HRTAC, and seek HRTAC's advice and consent regarding pursuit of those alternative measures. If HRTAC grants its written consent to a modification to the Project Budget and/or Project Schedule in order to permit VDOT to enter into a contract to perform the work, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to reflect the modified Project Budget and Project Schedule.

- (c) Involve HRTAC in any procurement consistent with customary practices between VDOT and HRTAC.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels (or that otherwise are applicable to the work under the Project) all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule, VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).
 4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if the HRTAC Act does not permit such Project cost to be paid with HRTAC funds.
 5. Recognize that, if the Project contains "multiple funding phases" (as such "multiple funding phases" are set out for the Project on Appendix A), for which HRTAC will provide funding for such multiple funding phases (as scheduled on Appendix B), HRTAC may not have sufficient cash flows to permit accelerated funding to VDOT and to advance the funding schedule for the Project. In any circumstance where VDOT seeks to advance the funding schedule for the Project, VDOT shall submit a written request to HRTAC's Executive Director explaining VDOT's reasons why HRTAC

should authorize acceleration to the next funding phase. (As used in this Agreement, "Executive Director" shall mean HRTAC's Chairman if at any applicable time, HRTAC has not engaged a dedicated, full-time Executive Director.) HRTAC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and HRTAC's current and projected cash flow position and make a recommendation to HRTAC whether to authorize VDOT's requested accelerated funding. The foregoing shall not prohibit VDOT from providing its own funds to advance a future funding phase of the Project and from requesting reimbursement from HRTAC for having advance funded a future phase of the Project; however, VDOT further recognizes that HRTAC's reimbursement to VDOT for having advance funded a phase of the Project will be dependent upon HRTAC's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Appendix B.

6. (a) Permit (and assist) HRTAC's Executive Director to periodically update HRTAC's cash flow estimates for the Project with the objective toward keeping those estimates accurate throughout the performance of the Project. VDOT shall provide all available information reasonably required by HRTAC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the performance of the Project as described in Appendix B.
 - (b) Provide HRTAC's Executive Director with the monthly reports described on Appendix D.
7. Provide to HRTAC's Executive Director requests for payment consistent with Appendix C (and the most recently approved HRTAC cash flow estimates) that include (a) HRTAC's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by HRTAC, and (b) certifications that all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by HRTAC, VDOT can expect to receive payment within twenty (20) days upon receipt by HRTAC. Approved payments may be made by means of electronic transfer of funds from HRTAC to or for the account of VDOT.
8. (a) Promptly notify HRTAC's Executive Director if VDOT determines that any additional, unbudgeted costs may be incurred to perform and complete the Project ("Additional Costs"), which notice shall include a description of the Additional Costs, an explanation of how

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

- (b) VDOT shall not include in any contract with a contractor working on the Project any term, condition or remedy in respect of Additional Costs that is more favorable to the contractor than the terms, conditions or remedies VDOT includes in standard contracts where the state or VDOT bears the cost of the project.

- (c) The Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the VDOT Roads and Bridge Specifications and §§ 33.2-1101 through 33.2-1105 of the Code, as amended. VDOT shall promptly notify HRTAC if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the Project Budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section A.8(a) unless the settlement has been approved by HRTAC. Funding for the settlement will be prorated based on the respective proportionate share of the HRTAC-Controlled Moneys and state and federal funds in the Project Budget. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the proration rule set forth in the preceding sentence.
- (d) Notwithstanding anything to the contrary set forth herein, if any additional cost (including, without limitation, any additional cost relating to a contractor claim described in Section A.8(c) above) arises out of or results from VDOT's negligence, breach of contract, willful misconduct or violation of law ("VDOT Fault"), HRTAC shall not be responsible for such additional costs. Any notice provided by VDOT to HRTAC pursuant to Section A.8(c) above shall be accompanied by a certification from VDOT that it has determined in good faith that any Additional Costs do not arise out of or result from VDOT Fault.
9. Release or return any unexpended funds to HRTAC no later than 90 days after final payment has been made in respect of the Project.
10. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations.
11. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations.

12. Reimburse HRTAC (or such other entity as may have provided funds) for all funds provided by HRTAC (or on behalf of HRTAC) and, to the extent applicable and permitted by law, with interest earned at the rate earned by HRTAC, (a) that VDOT misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, or any term or condition of this Agreement or (b) the expenditure of which arose out of VDOT Fault.
13. Be solely responsible for the administration and/or development of the Project and all engagements, commitments and agreements with contractors. VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC lender and any bond trustee, as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation (VDOT also shall ensure that such engagements are consistent with the practices and terms that VDOT uses where it is solely responsible for project costs).
15. Subject to and consistent with the requirements of Section E of this Agreement, upon final payment to all contractors for the Project, if the Project is or is part of a VDOT Highway, VDOT will use the Project for its intended purposes for the duration of the Project's useful life. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project after its completion (including responsibility to correct any defects or to cause any defects to be corrected), and under no circumstances will HRTAC have any responsibility or obligation to operate and/or maintain the Project (or correct defects with respect to the Project).
16. Comply with all applicable federal, state and local laws and regulations, including without limitation requirements of the Virginia Public Procurement Act.
17. Recognize that VDOT or its contractors are solely responsible for obtaining, and shall obtain, all permits, permissions and approvals necessary to construct and/or operate the Project, including, but not limited to, obtaining all required VDOT and local land use permits, zoning approvals, environmental permits, and regulatory approvals.
18. Recognize that if the Project is being funded, in whole or in part, with federal and/or state funds (in addition to HRTAC-Controlled Moneys), that

VDOT shall (a) take any and all necessary actions to satisfy any conditions to such additional federal and/or state funding (provided that such actions are within the control of VDOT) and to enforce any commitments made in connection therewith, (b) comply with all applicable federal and Commonwealth funding requirements within the control or purview of VDOT, and (c) include in its contracts with contractors provisions that permit such contracts to be terminated, without penalty, if the funding is rescinded or otherwise becomes unavailable (for clarification, a provision shall not be deemed to include a penalty solely as a result of terms that require payment of compensation due and owing at the time of cancellation and reasonable costs associated with cancellation provided that such costs are consistent with costs paid pursuant to VDOT's standard contract terms relating to contract cancellation and termination). VDOT acknowledges and agrees that if funding from such an additional federal or state source is rescinded or otherwise becomes unavailable HRTAC (i) shall not be responsible for any amount in excess of its commitment set forth on Appendix B, and (ii) may (A) replace said reduced funding with HRTAC Controlled-Moneys or (B) may request VDOT to immediately suspend or discontinue all work relating to the Project, provided if HRTAC requests suspension HRTAC shall be responsible for the costs reasonably incurred in connection with such suspension. Should HRTAC not replace the reduced funding or request VDOT to suspend or discontinue work, VDOT may reduce the Project scope or take any other actions needed to reduce the Project costs to the Project Budget.

19. Provide a certification to HRTAC no later than 90 days after final payment for the Project that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.
20. Notify HRTAC if VDOT determines that a delay will more likely than not prevent the timely completion of a material phase of the Project, including information regarding potential corrective measures and remedies against the contractor.
21. With respect to modifications to any agreement with a contractor, concede to HRTAC any resulting savings, if HRTAC-Controlled Moneys are funding 100% of the applicable work, or if the cost savings relate to work funded with HRTAC-Controlled Moneys and state and/or federal funds, concede such savings to such parties *pro rata*, based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget for such work.
22. Include in any agreement with a contractor an assessment of liquidated damages if either substantial completion or final acceptance is not achieved by the applicable deadline. Unless otherwise agreed by the parties acting reasonably, any liquidated damages (as well as other

damages paid by a contractor, insurance proceeds, or recoveries from third parties) received by VDOT in respect of the Project shall be for the benefit of HRTAC.

23. Terminate any agreement with a contractor upon the written request of HRTAC if (a) VDOT has failed to exercise the right to terminate such agreement for cause, but only (i) if such failure is reasonably expected to have a material adverse effect on HRTAC and (ii) following consultation between HRTAC and VDOT regarding the reasons, if any, for VDOT's failure to exercise such right; or (b) HRTAC determines in good faith that HRTAC has suffered a material adverse change in its ability to satisfy its obligations under this Agreement and it is in HRTAC's best interests for VDOT to terminate the contractor's agreement for convenience.

B. HRTAC's Obligations

HRTAC shall:

1. Subject to the limitations as to amounts set forth in Appendix B (and subject to Section F of this Agreement), provide to VDOT the funding authorized by HRTAC for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by HRTAC.
2. Assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of HRTAC for purposes of ensuring it is being completed in compliance with this Agreement and all HRTAC requirements. (In the absence of an assigned person, HRTAC's Executive Director shall serve as the Program Coordinator.) HRTAC's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with HRTAC's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by VDOT for the Project. HRTAC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope of the Project as set forth on Appendix A or to the Project Budget and Project Schedule as set forth on Appendix B.
3. Route to HRTAC's assigned Program Coordinator all VDOT payment requisitions and the summaries of actual costs submitted to HRTAC for the Project. After submission to HRTAC, HRTAC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. HRTAC's Program Coordinator will then make a recommendation to the HRTAC's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from VDOT. If the payment requisition is sufficient as

submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is, in HRTAC's reasonable judgment, deemed insufficient, within twenty (20) days from receipt, HRTAC's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed in order to authorize the payment request. Payment will be withheld until all deficiencies identified by HRTAC have been corrected to HRTAC's reasonable satisfaction. Under no circumstances will HRTAC authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the HRTAC Act or this Agreement.

4. Route all of VDOT's accelerated or supplemental requests for funding from HRTAC under Sections A.5 and A.8, respectively, of this Agreement to HRTAC's Executive Director. HRTAC's Executive Director will initially review those requests and all supporting documentation with HRTAC's CFO. After such initial review, HRTAC's Executive Director will make a recommendation to HRTAC's Finance Committee for its independent consideration and review. HRTAC's Finance Committee will thereafter make a recommendation on any such request to HRTAC for final determination by HRTAC.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the HRTAC Act and other applicable law. Such compliance reviews may entail (i) review of VDOT's financial records for the Project, (ii) on-Project site inspections and (iii) review of a contractor's books and records in relation to the Project to the extent VDOT has access thereto.
6. Acknowledge that if, as a result of HRTAC's review of any payment requisition or of any HRTAC compliance review, HRTAC staff determines that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, HRTAC staff will promptly advise HRTAC's Executive Director and will advise VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to HRTAC's initial findings. HRTAC's staff will review VDOT's response and make a recommendation to HRTAC's Finance Committee. HRTAC's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to HRTAC. If HRTAC makes a final determination that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, the parties should engage in dispute resolution as provided in Section D of this Agreement. Pending final resolution of the matter, HRTAC will withhold further funding on the Project. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Upon making final payment to VDOT for the Project, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans, if any, developed pursuant to or in association with the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
8. Be the sole determinant of the amount and source of HRTAC funds to be provided and allocated to the Project and the amounts of any HRTAC funds to be provided in excess of the amounts specified in Appendix B.
9. Have no obligation to pay or reimburse VDOT for any cost (including, without limitation, compensation paid or payable to any contractor) arising out of VDOT Fault.

C. Term

1. This Agreement shall (i) be effective upon adoption and execution by both parties and (ii) unless terminated earlier in accordance with its terms, expire ninety (90) days after the date on which VDOT makes final payment to Project contractor(s) and all contractor claims have been resolved or are barred.
2. VDOT may terminate this Agreement, for cause, in the event of a material breach by HRTAC of this Agreement. If so terminated, HRTAC shall pay for all Project costs incurred in accordance with the terms of this Agreement through the date of termination and all reasonable costs incurred by VDOT to terminate all Project-related contracts. The Virginia General Assembly's failure to appropriate funds to HRTAC as described in Section F of this Agreement and/or repeal or amendment of the legislation establishing the HRTF or HRTAC's powers shall not be considered material breaches of this Agreement by HRTAC if such failure to appropriate or such repeal or amendment eliminates funds in the HRTF to be used for the Project or renders HRTAC without legal authority to provide funding for the Project. Before initiating any proceedings to terminate under this Section, VDOT shall give HRTAC sixty (60) days written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing HRTAC an opportunity to investigate and cure any such alleged breach.
3. HRTAC may terminate this Agreement, for cause, resulting from VDOT's material breach of this Agreement. If so terminated, VDOT shall refund to HRTAC all funds HRTAC provided to VDOT for the Project and, to the extent permitted by law, with interest earned at the rate earned by HRTAC. Before initiating any proceedings to terminate under this Section, HRTAC shall give VDOT sixty (60) days' written notice of any claimed material breach of this Agreement and the reasons for termination; thereby

allowing VDOT an opportunity to investigate and cure any such alleged breach. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed (a) where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law, or (b) without the prior written consent of any lender to HRTAC, if the terms of HRTAC's loan agreement with such lender require such consent.

4. Upon (a) expiration or earlier termination of this Agreement and (b) payment of all eligible expenses as set forth in Section C.3 above, VDOT will release or return to HRTAC all unexpended HRTAC funds and, to the extent permitted by law, with interest earned at the rate earned by HRTAC, no later than sixty (60) days after the date of such expiration or earlier termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer promptly in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. HRTAC's Executive Director and the Commissioner shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to HRTAC and to the Commissioner for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law or in equity, including all judicial remedies. The foregoing dispute resolution method shall not bar either party's right to seek equitable relief on an emergency basis. Neither party will seek or accept an award of attorneys' fees or costs incurred in connection with resolution of a dispute.

E. HRTAC's Interest in Project Assets

VDOT agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by HRTAC under this Agreement ("Assets") for the designated transportation purposes of the Project, in accordance with applicable law throughout the useful life of each such Asset. If VDOT intends to sell, convey, or dispose any Asset funded with HRTAC funds or intends to use any Asset for a purpose inconsistent with this Agreement, VDOT shall notify HRTAC's Executive Director in writing of any such intent before further action is taken by VDOT in furtherance thereof. Upon receiving notification from VDOT,

HRTAC's Executive Director shall notify HRTAC of VDOT's intended action(s). The parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding VDOT's proposed sale, conveyance, disposition, or use of any such Asset(s) so as to ensure compliance with all applicable requirements and terms of the HRTAC Act (without limiting the foregoing, VDOT acknowledges that under the HRTAC Act and applicable law, HRTAC is vested with the right to impose and collect tolls on facilities constructed by the Commission and holds a license to, among other things, use the tolling infrastructure and system). All recommendations and/or proposed remedial actions developed by the parties' designated representatives during the meet and confer process shall be formally presented to HRTAC and the Commissioner for their respective approval.

F. Appropriations Requirements

1. Nothing herein shall require or obligate HRTAC to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.
2. The parties acknowledge that all funding provided by HRTAC pursuant to the HRTAC Act is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the HRTF pursuant to applicable provisions of the Code of Virginia and any other moneys that the General Assembly appropriates for deposit into the HRTF are subject to appropriation by the General Assembly and (ii) HRTAC's obligations under this Agreement are subject to such moneys being appropriated to the HRTF by the General Assembly.
3. The parties agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available to VDOT for HRTAC projects.
4. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to HRTAC that such additional funds have been allocated and authorized by the CTB and/or appropriated by the Virginia General Assembly as may be applicable or have been obtained through another independent, lawful source.

G. Representations and Warranties

1. VDOT hereby represents and warrants to HRTAC as of the date of this Agreement as follows:
 - (a) VDOT is an agency of the Commonwealth of Virginia, and it 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) VDOT 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 each person executing this Agreement on behalf of VDOT has been duly authorized to execute and deliver it on behalf of VDOT;
- (c) the execution and delivery by VDOT 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 law, where such violation will have a material adverse effect on the ability of VDOT to perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed, and delivered by VDOT and constitutes a valid and legally binding obligation of VDOT, enforceable against it in accordance with the terms hereof, subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) sovereign immunity under the law of the Commonwealth of Virginia; *provided, however*, that, for the avoidance of doubt, sovereign immunity shall not bar an action to enforce a claim based on a breach of this Agreement presented in accordance with the law of the Commonwealth of Virginia; and
- (e) there is no action, suit, proceeding, investigation, or litigation pending and served on VDOT which challenges VDOT's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the VDOT official executing this Agreement, and VDOT has disclosed to HRTAC any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which VDOT is aware.

2. HRTAC hereby represents and warrants to VDOT as of the date of this Agreement as follows:

- (a) HRTAC is a body politic and a political subdivision of the Commonwealth of Virginia, and it 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) HRTAC 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 each person executing this Agreement on behalf of HRTAC has been duly authorized to execute and deliver it on behalf of HRTAC;
- (c) the execution and delivery by HRTAC 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 law, where such violation will have a material adverse effect on the ability of HRTAC to perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed, and delivered by HRTAC and constitutes a valid and legally binding obligation of HRTAC, enforceable against it in accordance with the terms hereof, subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) sovereign immunity under the law of the Commonwealth of Virginia; *provided, however*, that, for the avoidance of doubt, sovereign immunity shall not bar an action to enforce a claim based on a breach of this Agreement presented in accordance with the law of the Commonwealth of Virginia; and
- (e) there is no action, suit, proceeding, investigation, or litigation pending and served on HRTAC which challenges HRTAC's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the HRTAC official executing this Agreement, and HRTAC has disclosed to VDOT any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which HRTAC is aware.

H. Tax Covenants for Bond-Funded Projects

VDOT shall comply in all material respects with the Tax Covenants for Bond-Funded Projects set forth in Appendix F (*Tax Covenants for Bond-Funded Projects*).

I. Notices

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

1) to: HRTAC, to the attention of its Executive Director and Chairman;
723 Woodlake Drive
Chesapeake, VA 23320

2) to: VDOT, to the attention of:
Commissioner, Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219

J. Assignment

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

K. Modification or Amendment

(a) This Agreement may not be modified or amended, except pursuant a written agreement that is duly authorized, executed and delivered by both parties.

(b) If HRTAC is able to obtain a source of funding for the Project that would reduce or replace the amount of HRTAC-Controlled Moneys expended on the Project, VDOT and HRTAC will work in good faith to amend this Agreement so it takes into account that other funding.

(c) VDOT and HRTAC will work in good faith to adopt such amendments to this Agreement as VDOT and HRTAC may mutually agree are necessary and desirable in connection with any bond financing.

L. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, member, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

M. No Agency

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

N. Sovereign Immunity

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

O. Incorporation of Recitals and Appendices

The recitals and Appendices to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that the recitals are true and correct.

P. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

Q. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

R. Survival

The following provisions shall survive the expiration or earlier termination of this Agreement: Sections A.4, A.9, A.12, A.15, A.17, A.19, A.22, B.5 and B.7, and Sections C through R.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representatives, intending it to be effective on the date of last execution.

Hampton Roads Transportation Accountability Commission

By: _____

Name: _____

Title: _____

Date: _____

Virginia Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

I-64/DENBIGH BOULEVARD INTERCHANGE PROJECT – PHASE 2 EAST BOUND - UPC 123656 (PHASE 2 PRELIMINARY ENGINEERING AND RIGHT OF WAY)

Scope: The work associated with this Agreement is to fund the design and right of way acquisition activities for installing on- and off-ramps on I-64 eastbound at Denbigh Boulevard to improve traffic operations, reduce congestion, and improve safety. The Project is located in the City of Newport News on I-64 between the Jefferson Avenue and Fort Eustis Boulevard Interchanges. The Project will address the growing traffic needs in the City of Newport News and relieve congestion on the adjacent roadway network. The Jefferson Avenue Interchange is experiencing significant delays and queuing, particularly in the evening peak period.

Phase 1 of the Project will address on- and off-ramps on westbound I-64 at Denbigh Boulevard and is not funded pursuant to or addressed by this Agreement. The scope for Phase 2, Preliminary Engineering and Right of Way, of the Project, which is addressed by this Agreement, will include the PE and RW phases for the following improvements: new on- and off-ramps on eastbound I-64 at Denbigh Boulevard and widening of the existing Denbigh Boulevard bridge over I-64 to accommodate these additional ramps (Phase 2 Improvements). Both Phase 1 and Phase 2 are included in the Hampton Roads Transportation Planning Organization (HRTPO) 2045 Long Range Transportation Plan (LRTP). The Commonwealth has allocated \$73.8M of Smart Scale Round 4 and Priority Transportation Funding for Phase 1 of the Project. HRTAC has allocated funding for the PE and RW phases of Phase 2 of the Project in its adopted Six Year Funding Plan, and has planned for future anticipated construction costs as shown in HRTAC's 2045 Long Range Plan of Finance and in Appendix B of this Agreement.

APPENDIX B

I-64/DENBIGH BOULEVARD INTERCHANGE PROJECT – PHASE 2 EAST BOUND – UPC 123656 (PHASE 2 PRELIMINARY ENGINEERING AND RIGHT OF WAY)

PROJECT BUDGET AND PROJECT SCHEDULE

Project Budget: I-64/DENBIGH BOULEVARD INTERCHANGE PROJECT, PHASE 2:

HRTAC Costs (UPC 123656):

Preliminary Engineering (PE)	\$ 17,712,000
Right of Way (RW)	8,931,026
Construction (CN)	0.00*
<hr/>	
Total Cost (PE and RW)	\$ 26,643,026

The Scope of Work for and activities associated with this Agreement are set out in Appendix A.

The parties agree that funding shall be made available by HRTAC under this Agreement for Phase 2, Preliminary Engineering and Right of Way, of the Project, whether such work is undertaken before or subsequent to execution of this Agreement.

*Only the PE and RW activities administered under UPC 123656 will be funded under this Agreement. The current \$161,420,044 planning estimate for Construction of Phase 2 of the Project is preliminary. Following further Preliminary Engineering, Right of Way, and cost estimation work, HRTAC will work to identify the HRTAC controlled funds sufficient to fund construction for Phase 2 of the Project. The parties agree that an amendment to this Agreement will be necessary to update and provide for full funding for construction of Phase 2 of the Project. Nothing herein shall be deemed or construed to commit either party to adopt any such amendment, and the terms of each amendment must be acceptable to each party acting in its sole discretion.

The tasks contemplated under this Agreement include but are not limited to the following:

The work associated with this Agreement includes the design and right of way activities for new eastbound on- and off-ramps on I-64 at Denbigh Boulevard in the City of Newport News, widening of the existing Denbigh Boulevard Bridge over I-64, cost estimate and schedule refinements, and support of design related activities for this project, as defined in the Appendix A.

***Project Schedule: I-64/Denbigh Boulevard Interchange Project - Phase 2 East Bound
(all dates are estimates)***

- **Preliminary Engineering (PE):**
 - PE Start: 9/2023
 - PE End: 7/2030
- **Right of Way (RW):**
 - RW Start: 2/2026
 - RW End 4/2030
- **Construction (CN): (Based on funding availability and project readiness)**
 - CN Start: 8/2030
 - CN End: 7/2033

Project Cash Flow Schedule: See Annex I to this Appendix B, which addresses the cash flow and schedule for the PE and RW activities for Phase 2 of the Project and is incorporated herein by this reference as if set out in full.

ANNEX I TO APPENDIX B
ANNEX I TO APPENDIX B -PROJECT BUDGET & CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title: I-64/Denbigh Blvd Interchange Project, Phase 2
 Scope of Project Services: Standard Project Services to Support the Phase 2 Project (UPC 123656)
 Recipient Entity: Virginia Department of Transportation
 VDOT Project Contact: Todd Halacy (757) 956-3010

Baseline Schedule:	PE: Start 9/2023, End 7/2030 RW: Start 2/2026 End 4/2030 CN: Start 8/2030 End 7/2033	VDOT Programming Schedule:	PE: Start 9/2023 End 7/2030 (SPA Project Schedule) RW: Start 2/2026 End 4/2030 CN: Start 8/2030 End 7/2033
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PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	HRTAC PayGo Funds	HRTAC Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 17,712,000	\$ 17,712,000	\$ -		\$ -	\$ -
Engineering	\$ -	\$ -	\$ -		\$ -	\$ -
Environmental Work						
Right-of-Way Acquisition	\$ 8,931,026	\$ 8,931,026	\$ -		\$ -	\$ -
Construction	\$ -	\$ -	\$ -		\$ -	\$ -
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 26,643,026	\$ 26,643,026	\$ -		\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2024		Total Fiscal Year 2025		Total Fiscal Year 2026		Total Fiscal Year 2027		Total Fiscal Year 2028		Total Fiscal Year 2029		Total Fiscal Year 2030	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 2,133,980	\$ -	\$ 2,560,776	\$ -	\$ 2,560,776	\$ -	\$ 2,560,776	\$ -	\$ 2,560,776	\$ -	\$ 2,560,776	\$ -	\$ 2,774,140	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental Work														
Right-of-Way Acquisition	\$ -	\$ -	\$ -	\$ -	\$ 3,716,990	\$ -	\$ 2,973,594	\$ -	\$ -	\$ -	\$ 995,752	\$ -	\$ 1,244,690	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Administration														
Testing Services														
Inspection Services														
Capital Asset Acquisitions														
Other														
Total Estimated Cost	\$ 2,133,980	\$ -	\$ 2,560,776	\$ -	\$ 6,277,766	\$ -	\$ 5,534,370	\$ -	\$ 2,560,776	\$ -	\$ 3,556,528	\$ -	\$ 4,018,830	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 24 Mthly Cash Flow		FY 25 Mthly Cash Flow		FY 26 Mthly Cash Flow		FY 27 Mthly Cash Flow		FY 28 Mthly Cash Flow		FY 29 Mthly Cash Flow		FY 30 Mthly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July	\$ -	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -
August	\$ -	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -
September	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -
October	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -
November	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 337,867	\$ -
December	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 337,867	\$ -
January	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 337,867	\$ -
February	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 337,867	\$ -
March	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 337,867	\$ -
April	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 337,867	\$ -
May	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 213,398	\$ -
June	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 956,796	\$ -	\$ 213,398	\$ -	\$ 213,398	\$ -	\$ 337,867	\$ -	\$ 426,762	\$ -
Total per Fiscal Year	\$ 2,133,980	\$ -	\$ 2,560,776	\$ -	\$ 6,277,766	\$ -	\$ 5,534,370	\$ -	\$ 2,560,776	\$ -	\$ 3,556,528	\$ -	\$ 4,018,830	\$ -

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

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

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

 Signature
 Commissioner
 Title

 Signature
 HRTAC Chairman
 Title

 Date
 Stephen C. Brieb, P.E.
 Print name of person signing

 Date
 Dr. Richard W. "Rick" West
 Print name of person signing

**APPENDIX C
FORM OF PAYMENT REQUISITION**

HRTAC Project Title and Number: I-64/Denbigh Boulevard Interchange Project - Phase 2 East Bound – UPC 123656 (Phase 2 Preliminary Engineering and Right of Way)

Project Scope/Services Description: The work associated with this Standard Project Agreement for the I-64/Denbigh Boulevard Interchange Project, Phase 2 Preliminary Engineering and Right of Way, is to perform the development and delivery of the I-64/Denbigh Boulevard Interchange Project, Phase 2 Preliminary Engineering and Right of Way.

Draw Request Number: _____

Date: _____, 20____

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

Attention _____, Program Coordinator:

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration for the project services noted above and dated _____, 20____ (the "Agreement") between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT"). VDOT hereby requests \$_____ of HRTAC funds, to pay the costs of the project services described and set forth in Appendices A and B of the Agreement ("Project Services") and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which this requisition is requested.

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

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

Recommended For Payment

By: _____
Name: _____
Title: HRTAC Program Coordinator

DETAILED PAYGO REQUEST

Draw Request Number: _____ Request Date: _____

HRTAC Project Number: UPC 123656 (Phase 2 PE and RW) Project Title: I-64/Denbigh Blvd, Phase 2 East Bound Interchange

Cost Category	HRTAC Approved Project Costs	Total PayGo Requests Previously	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
Project Starting Balance	\$0			\$ -
Design Work/ Engineering	\$17,712,000	\$ -	\$ -	\$ -
Engineering	\$0	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Work	\$8,931,026	-	-	\$ -
Construction	\$0	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
Other (please explain)	-	-	-	\$ -
TOTALS	\$26,643,026	\$ -	\$ -	\$ -

LISTING OF ATTACHED INVOICES

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

Instructions

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

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

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice

4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
5. Column E- Please enter the dollar amount listed on the invoice.
6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

APPENDIX D

REPORTS TO BE PROVIDED BY VDOT

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

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

APPENDIX E

OFFICIAL AUTHORIZING DOCUMENTS

APPENDIX F

TAX COVENANTS FOR BOND-FUNDED PROJECTS

1. (A) VDOT (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 HRTAC (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 Appendix F.

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

“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

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 2

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: _____ Seconded By: _____

Action: _____

**Title: Economic Development Access to
Shirley T. Holland Intermodal Park
Project ECON-046-753 – Isle of Wight County**

WHEREAS, § 33.2-1509 of the *Code of Virginia* provides funds to “be expended by the Board for constructing, reconstructing, maintaining or improving access roads within localities to economic development sites on which manufacturing, processing, research and development facilities, distribution centers, regional service centers, corporate headquarters, or other establishments that also meet basic employer criteria as determined by the Virginia Economic Development Partnership in consultation with the Virginia Department of Small Business and Supplier Diversity will be built under firm contract or are already constructed ...” and, “in the event there is no such establishment or ... firm contract, a locality may guarantee to the Board by bond or other acceptable device that such will occur and, should no establishment or airport acceptable to the Board be constructed or under firm contract within the time limits of the bond, such bond shall be forfeited”; and

WHEREAS, Isle of Wight County by formal resolution has requested Economic Development Access (EDA) Program funds to serve Shirley T. Holland Intermodal Park, which is located off Old Mill Road (Route 607) without public access, and said access is estimated to cost approximately \$1,988,959; and

WHEREAS, it appears that this request falls within the intent of § 33.2-1509 of the *Code of Virginia* and complies with the provisions of the Commonwealth Transportation Board’s EDA Fund Policy and the Economic Development Access Program guide.

NOW, THEREFORE, BE IT RESOLVED, that \$850,000 (\$700,000 unmatched and \$150,000 matched) of the Economic Development, Airport and Rail Access Fund is allocated to provide adequate access to Shirley T. Holland Intermodal Park on eligible property off Old Mill Road, Project ECON-046-753, contingent upon:

1. All right of way, environmental assessments and remediation, and utility adjustments being provided at no cost to the Commonwealth; and
2. Execution of an appropriate contractual agreement between Isle of Wight County (LOCALITY) and the Virginia Department of Transportation (VDOT), to provide for the:
 - a. Design, administration, construction, and maintenance of this project; and
 - b. Payment of all ineligible costs, and of any eligible costs in excess of this allocation, from sources other than those administered by VDOT; and
 - c. Provision of the required matching funds, up to \$150,000, by the LOCALITY for appropriately documented eligible project costs; and
 - d. Provision by the LOCALITY of either i) documentation of a least \$4,250,000 of eligible capital outlay attributed to qualifying business on property served exclusively by this project, or ii) should documentation of capital outlay be insufficient, an appropriate bond or other acceptable surety device by the LOCALITY to VDOT, not to expire before September 20, 2028, without written permission of VDOT. Such surety device shall provide for reimbursement to VDOT of any expenses incurred by the Economic Development, Airport and Rail Access Fund for this project's construction not justified by the eligible capital outlay of establishments served by the project. If, by September 20, 2028, at least \$4,250,000 of eligible capital outlay on property served exclusively by this project has not been expended or committed by firm contract by a qualified establishment or establishments, then an amount equal to 20% of the eligible capital outlay of up to \$4,250,000 will be credited toward the project's EDA Program allocation utilized in the project's construction and the balance of the utilized allocation not justified by eligible capital outlay will be returned to VDOT and the Economic Development, Airport and Rail Access Fund. This surety may be released or reduced accordingly at an earlier date upon provision of documentation of eligible capital outlay by a qualified establishment, or establishments; and
3. Determination by VDOT of eligible capital outlay in accordance with current policy and procedures for administering the EDA Program.

#####

CTB Decision Brief

Economic Development Access – Isle of Wight County Shirley T. Holland Intermodal Park

Issue: Pursuant to § 33.2-1509 of the *Code of Virginia* and the Economic Development Access EDA Fund Policy of the Commonwealth Transportation Board (CTB), Isle of Wight County has requested funds from the EDA Program to assist in constructing road access to eligible property located in Shirley T. Holland Intermodal Park off Old Mill Road (Route 607). CTB approval for the allocation of the requested funds by the CTB is sought.

Facts: Section 33.2-1509 of the *Code of Virginia* authorizes the CTB to expend funds set aside for constructing access roads to economic development sites on which certain establishments as prescribed by the *Code* or other establishments that meet the basic employer criteria as determined by the Virginia Economic Development Partnership (VEDP) will be built under firm contract or are already constructed. In the event that there is no such establishment already constructed or construction of such establishment is not under firm contract, a locality may guarantee to the CTB by bond or other acceptable device that such will occur.

The CTB's EDA Fund Policy sets forth certain criteria which must be met for projects to be eligible for such funding and directs the Commissioner of Highways to establish administrative procedures to administer to assure adherence to such policy and legislative requirements. The Commissioner established such administrative procedures in the Economic Development Access Program Guide administered by the Local Assistance Division of the Virginia Department of Transportation (VDOT). The Policy stipulates that the governing body of the locality shall provide a resolution in request of the EDA Program funding prior to the Board's allocation of funds.

Shirley T. Holland Intermodal Park has achieved a Tier 4 status under the VEDP's Virginia Business Ready Sites Program (VBRSP). By reaching the Tier 4 status, the site is certified as "Business Ready," meaning the site is prepared and positioned for selection and development by economic development projects. The VEDP has determined that Shirley T. Holland Intermodal Park has a high potential of attracting a qualifying business. Each request for EDA Program funding is scored using evaluative criteria to ensure the proposed project is viable and that it meets the intents of the Program. Isle of Wight County's project received a very strong score of 90 out of 100. Projects must receive at least 50 points to be considered for EDA Program funding.

The site which the development will be locating on does not currently have adequate public access and an extension of William A. Gwaltney Way will be constructed to accommodate the development. Isle of Wight County will administer the design and construction of the proposed access road project. The County's plans for the proposed access road includes a 1795-foot long, 28-foot wide asphalt roadway with curb, gutter and sidewalk, beginning at the current end of William A. Gwaltney Way and extending North. VDOT Hampton Roads District staff concur with the plans for the project and with the estimated project cost for eligible items and quantities of approximately \$1,988,959.

Isle of Wight County will be responsible for financial arrangements to provide for the required EDA Program matching funds, as appropriate, and all project costs exceeding the state EDA

Program allocation to fully fund the project. Documentation of qualifying capital investment of \$4,250,000, or provision of appropriate surety from the County will be required prior to funding authorization.

Recommendation: VDOT recommends the allocation of \$850,000 (\$700,000 unmatched and \$150,000 matched) from the Economic Development, Airport and Rail Access Fund be approved for construction of this project, subject to certain contingencies as set forth in the accompanying resolution.

Action Required by the CTB: The *Code of Virginia*, the Virginia Administrative Code, and the CTB's EDA Fund Policy specify that the CTB shall approve of the allocation of funds for the construction of the access road project. A resolution is provided for formal vote.

Result, if Approved: VDOT and Isle of Wight County will proceed with the EDA road project.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None



Local Roots, Global Reach

ISLE OF WIGHT COUNTY, VIRGINIA

RESOLUTION TO REQUEST COMMONWEALTH TRANSPORTATION BOARD ECONOMIC DEVELOPMENT ACCESS FUNDS

WHEREAS, the Isle of Wight County Board of Supervisors desires to assist in the development of property located off William A. Gwaltney Way within the Shirley T. Holland Intermodal Park, Phase II, for the purpose of economic development in Isle of Wight County; and,

WHEREAS, this property is expected to be the site of new private capital investment in land, building, and manufacturing equipment which will provide substantial employment; and,

WHEREAS, parts of the subject property have no access to a public street or highway and will require the construction of a new roadway to connect with William A. Gwaltney Way; and,

WHEREAS, Isle of Wight County hereby guarantees that the necessary environmental analysis, mitigation, fee simple right-of-way and utility relocations or adjustments, if necessary, for this project will be provided at no cost to the Economic Development, Airport and Rail Access Fund; and,

WHEREAS, Isle of Wight County acknowledges that no land disturbance activities may occur within the limits of the proposed access project prior to appropriate notification from the Department of Transportation as a condition of the use of the Economic Development, Airport and Rail Access Fund; and,

WHEREAS, Isle of Wight County hereby acknowledges that the Virginia Department of Transportation's Economic Development Access (EDA) Program may provide up to a maximum of \$850,000 for a project and requires matching funding, up to \$150,000, from Isle of Wight County for estimated eligible project costs over \$700,000, up to \$1,000,000; and,

WHEREAS, Isle of Wight County hereby guarantees that financing of all ineligible project costs, project costs exceeding the EDA Program project allocation, EDA Program required locality matching funds, if applicable, and all costs not justified by eligible capital outlay within the timeframe established according to the EDA Program and Policy will be provided from sources other than those administered by the Virginia Department of Transportation; and,

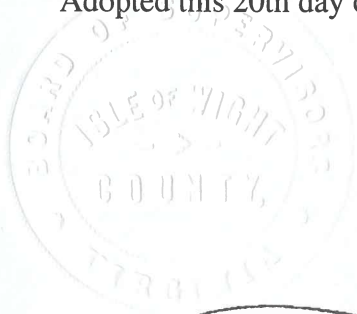
NOW, THEREFORE, BE IT RESOLVED that the Isle of Wight County Board of Supervisors hereby requests the Commonwealth Transportation Board provide Economic Development Access Program funding to provide adequate road access to this property.

BE IT FURTHER RESOLVED, that Isle of Wight hereby agrees to provide a surety or bond, acceptable to and payable to the Virginia Department of Transportation, in the full amount of the Commonwealth Transportation Board's allocation less eligible private capital outlay credit as determined by VDOT; this surety shall be exercised by the Department of Transportation in the event that sufficient qualifying capital investment does not occur on qualifying parcels within five years of the Commonwealth Transportation Board's allocation of funds pursuant to this request.

BE IT FURTHER RESOLVED that the County Administrator and his/her designee(s) be authorized to act on behalf of the Isle of Wight County Board of Supervisors to execute any and all documents necessary to secure funding in the maximum amount eligible under the Economic Development Access Program.

BE IT FURTHER RESOLVED that the Isle of Wight County Board of Supervisors hereby requests that the new roadway so constructed will be added to and become a part of the Secondary System of State Highways pursuant to Section 33.2-1509, paragraph D., of the Code of Virginia.

Adopted this 20th day of April, 2023.



A handwritten signature in black ink, appearing to read "William M. McCarty, Sr.", written over a horizontal line.

William M. McCarty, Sr., Chairman

A handwritten signature in black ink, appearing to read "Carey Mills Storm", written over a horizontal line.

Carey Mills Storm, Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Robert W. Jones, Jr.", written over a horizontal line.

Robert W. Jones, Jr., County Attorney



PROPOSED ECONOMIC DEVELOPMENT ACCESS PROJECT
Shirley T. Holland Intermodal Park
Project ECON-046-753
Isle of Wight County

Economic Development Facility / Site

Extension of William A. Gwaltney Way into Shirley T. Holland Intermodal Park which will provide access an undeveloped 43-Acre parcel.

Anticipated Traffic: 1,238 vpd

Access road project

Project Length: 0.34 miles

Pavement Width: 28 feet

Estimated Cost: \$1,988,959

Proposed Allocation: \$850,000

(\$700,000 unmatched, \$150,000 matched)



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 3

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By: Action:

Title: Limited Access Control Changes (LACCs) for the Route 668 (Woolridge Road) Extension, Chesterfield County

WHEREAS, on August 18, 1988, the Commonwealth Transportation Board (CTB), designated Route 288, to be a limited access highway in accordance with then Article 4, Chapter 1, Title 33.1 of the 1950 *Code of Virginia*, as amended; and

WHEREAS, State Highway Project 0668-020-R36, C501, B697, B698 (UPC# 112974) provides for the extension of Woolridge Road from Route 288 to Old Hundred Road (the "Project"); and

WHEREAS, the extension of Route 668 (Woolridge Road) requires a break of the limited access line on the southbound side of the Route 288 interchange at Woolridge Road as shown on the Limited Access Line Exhibits and the Limited Access Control Point Stations and Offsets Table (attached); and

WHEREAS, Chesterfield County posted a Notice of Willingness to Hold a Public Hearing ("Willingness") in *The Richmond Times Dispatch* on May 28, 2023, and June 5, 2023, for the proposed LACCs 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 June 12, 2023, with no comments or other input from the public; and

WHEREAS, the Virginia Department of Transportation's (VDOT's) Richmond District Office reviewed and approved the traffic analysis report completed in May 2020 and found that it adequately addresses the impacts from the Project and the proposed LACCs; and

WHEREAS, the environmental impacts of the LACCs have been examined as shown on the Environmental Analysis for the approved Proposed Change of Limited Access (EQ-112) form; and

WHEREAS, the Project is located in an attainment area for all of the National Ambient Air Quality Standards and is included in the current Richmond Regional Transportation Planning Organization fiscal year 2021-2024 Transportation Improvement Program and 2045 Long-Range Transportation Plan, which received a joint FTA/FHWA conformity finding on June 27, 2022. While the Project is state-funded, it is considered regionally significant and is therefore subject to, and has met, federal transportation conformity requirements; and

WHEREAS, the Project is in Chesterfield County and the design features and proposed LACC's are supported by a letter from the Deputy County Administrator for Community Development dated June 21, 2023, and the Board of Supervisors voted in support of the Project at their May 27, 2020, meeting (attached); and

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

WHEREAS, VDOT has reviewed the requested LACCs and determined that all are in compliance with § 33.2-401 of the *Code of Virginia* and that the requirements of 24 VAC 30-401-20 have been met; and

WHEREAS, VDOT recommends approval of the LACCs as shown on the Limited Access Line Exhibits and the Limited Access Control Point Stations and Offsets Table (attached).

NOW, THEREFORE, BE IT RESOLVED, in accordance with § 33.2-401 of the *Code of Virginia* and 24 VAC 30-401-10 *et seq.*, that the CTB hereby finds and concurs in the determinations and recommendations of the VDOT made herein, and directs that Route 288 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 the LACCs described herein.

####

CTB Decision Brief
Proposed Limited Access Control Changes (LACCs)
Route 668 (Woolridge Road) Extension
Project 0668-020-R36, P101, R201, C501, B697, B698
UPC# 112974
Chesterfield County

Issues: The area designated as limited access previously approved for the Route 288 needs to be modified to accommodate the extension of Woolridge Road south of the Route 288 interchange. These changes require the approval of the Commonwealth Transportation Board (CTB) pursuant to § 33.2-401 of the *Code of Virginia* and 24 VAC 30-401-10 *et seq.*

Facts:

- On August 18, 1988, limited access control was established by the Commonwealth Transportation Board (CTB, which designated Route 288 to be a limited access highway in accordance with then Article 3, Chapter 1, Title 33 of the 1950 *Code of Virginia*, as amended.
- State Highway Project 0668-020-R36, P101, R201, C501, B697, B698 (the “Project”) provides an extension of Route 668 (Woolridge Road), south of the intersection of existing Route 288 and Woolridge Road.
- The proposed alignment crosses Tomahawk Creek, requiring twin bridges with approximate lengths of 680 feet to span the 100-year floodplain. The existing interchange with Route 288 will be modified to increase turn lane storage and add traffic signals to both ramp intersections. A sidewalk will be installed from the southbound Route 288 ramp intersection on Woolridge Road to Charter Park Drive, an additional distance of approximately 0.83 miles. The intersection with Old Hundred Road is proposed to be a hybrid roundabout. The proposed alignment has been approved by the CTB and the Chesterfield County Board of Supervisors. These improvements will impact the existing limited access control lines, as shown on the Limited Access Line Exhibit and the Limited Access Control Point Stations and Offset Table (attached).
- A Notice of Willingness to Hold a Public Hearing (“Willingness”) was posted on May 28, 2023, and June 5, 2023, in the *Richmond Times-Dispatch* for the proposed LACCs 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 June 12, 2023, with no comments or other input from the public.
- The Richmond District Office reviewed and approved the traffic analysis report completed in May 2020 and found that it adequately addresses the impacts from the Project and the proposed LACCs.
- The environmental impacts of the LACC have been examined as shown on the Environmental Analysis for a Proposed Change of Limited Access (EQ-112) form.
- The Project is located in an attainment area for all of the National Ambient Air Quality Standards and is included in the current Richmond Regional Transportation Planning Organization (RRTPO) fiscal year (FY) 2021-2024 Transportation Improvement Program (TIP) and 2045 Long-Range Transportation Plan (LRTP), which received a joint FTA/FHWA conformity finding on June 27, 2022. While the Project is state-

funded, it is considered regionally significant and is therefore subject to, and has met, federal transportation conformity requirements.

- The Project is in Chesterfield County and the design features and proposed LACCs are supported by a letter from Deputy County Administrator for Community Development dated June 21, 2023, and the Board of Supervisors voted in support of the Project at their May 27, 2020, meeting (attached).
- VDOT's Chief Engineer has determined that the proposed LACCs will not adversely affect the safety or operation of the highways.
- The proposed LACCs are in compliance with § 33.2-401 of the *Code of Virginia* and with the policies and requirements of the CTB contained in 24 VAC 30-401-10 *et seq.*

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 Route 288 continue to be designated as a limited access highway with the LACCs 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 on August 18, 1988.

Action Required by CTB: Va. Code § 3.2-401 and Title 24, Agency 30, Chapter 401 of the *Virginia Administrative Code* require 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 LACCs 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 to implement the LACCs, and the Project will move forward.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: There were no comments or other input received from the public as a result of the posting of the Willingness for the Project.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

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

September 1, 2023

The Honorable W. Sheppard Miller, III
The Honorable Stephen C. Brich, P. E.
The Honorable Jennifer DeBruhl
The Honorable Darrell Byers
The Honorable Burwell W. Coleman
The Honorable Tom Fowlkes
The Honorable Mary Hughes Hynes
The Honorable Joel Davis
The Honorable Linda Green
The Honorable H. Randolph Laird
The Honorable Thomas Lawson
The Honorable Mark H. Merrill
The Honorable E. Scott Kasprovicz
The Honorable Laura Sellers
The Honorable Raymond D. Smoot, Jr.
The Honorable Frederick T. Stant, III
The Honorable Greg Yates

Subject: Approval of Limited Access Control Changes (LACCs) for the Route 668 (Woolridge Road, Rt. 288 -Old Hundred Road) Extension

Dear Commonwealth Transportation Board Members:

The Department has initiated the above request for LACCs for your consideration. The proposed LACCs on State Highway Project 0668-020-R36, C501, B697, B698 (UPC# 112974) 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 LACCs 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,

Barton A Thrasher
2023.08.17 16:28:44-04'00'

Barton A. Thrasher, P.E.
Chief Engineer

MINUTES
OF
MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD

Richmond, Virginia

August 18, 1988

The monthly meeting of the Commonwealth Transportation Board was held in the Central Office Auditorium on August 18, 1988. The chairman, Mr. Ray D. Pethtel, presided.

Present: Messrs. Pethtel, Bacon, Beyer, Davidson, Howlette, Humphreys, Kelly, Lesfe, Malbon, Musselwhite, Quicke, Smalley and Waldman and Mrs. Kincheloe and Dr. Thomas.

On motion of Mr. Smalley, seconded by Mr. Humphreys, Item #12, action on location of Route 288, Project 0288-964-101, PE-100, Chesterfield, Powhatan, Goochland and Henrico Counties, was placed as the first item on the agenda.

Moved by Mr. Smalley, seconded by Mr. Musselwhite, that

WHEREAS, Location Public Hearings were held on October 10, 1967, and February 19, 1969, which led to a location approval by the Highway Commission on August 28, 1969, for that section of proposed Route 288 from the intersection of Routes 250 and 295 (west of Richmond) to its intersection with Route 360 (southwest of Richmond); and

WHEREAS, in 1971, a court injunction was filed against the project which required the Commonwealth to investigate other prudent and feasible alternatives for the location of Route 288 which would not impact the Tuckahoe Plantation in Goochland County; and

WHEREAS, new corridor studies have been developed based on current preliminary engineering, traffic, and environmental factors;

8/18/88

NOW, THEREFORE, BE IT RESOLVED, that the Highway Commission action of August 28, 1969, approving the original location for the location corridor for Route 288 from the intersection of Routes 250 and 295 (west of Richmond) to the intersection of Route 360 (southwest of Richmond) be rescinded.

Motion carried.

Moved by Dr. Rowlette, seconded by Mr. Kelly, that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a location public hearing was held in the Midlothian High School and the Mills E. Godwin High School on April 18 through April 21, 1988, for the purpose of considering the proposed location of Route 288 from Route 360 (Hull Street Road) to Route I-64 (west of Richmond), in Chesterfield, Henrico, Goochland, and Powhatan Counties, State Project 0288-964-101, PE-100; and

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

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

WHEREAS, previous action of August 28, 1969, concerning the location of this section of proposed Route 288 has been rescinded;

NOW, THEREFORE, BE IT RESOLVED, that the location of this project be approved in accordance with the plan as proposed and presented at the said location public hearing by the Department's Engineers as Alternate 6B Modified; and

BE IT FURTHER RESOLVED, that the John Rolfe Parkway will be designed and constructed as a depressed parkway with urban type interchanges to minimize, to the extent possible, impacts on the adjacent communities; and

8/18/88

BE IT FURTHER RESOLVED, that an engineering study and environmental document will be developed for that section of Alternate 4/4 Modified (Alternate 14 north of the James River) through the eastern part of Goochland County to assure the corridor retention and an acceptable connection to proposed Route 288 and Interstate Route 64; and

BE IT FURTHER RESOLVED, that the Department will initiate appropriate studies and submittals to the Federal Highway Administration for access approval to Interstate Route 64 in eastern Goochland County; and

BE IT FURTHER RESOLVED, that this roadway be designated as a limited access highway as presented at the location public hearing as alternate 6B Modified in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board; and

BE IT FURTHER RESOLVED, that in the interest of public safety, (1) pedestrians, (2) persons driving bicycles or mopeds, (3) horse-drawn vehicles, (4) self-propelled machinery or equipment, and (5) animals led, ridden, or driven on the hoof be prohibited from using this limited access highway in accordance with the statutes of the Commonwealth of Virginia.

Voice vote taken: Dr. Howlette, Mr. Kelly, Mrs. Kincheloe, Mr. Leafe, Dr. Thomas and Mr. Waldman voting yes. Messrs. Bacon, Beyer, Davidson, Humphreys, Malbon, Eusselwhite, Quicke and Smalley voting no.

Motion defeated.

8/18/68

Moved by Mr. Rumphreys, seconded by Mr. Beyer,
that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a location public hearing was held in the Midlothian High School and the Mills E. Godwin High School on April 18 through April 21, 1968, for the purpose of considering the proposed location of Route 288 from Route 360 (Hull Street Road) to Route I-64 (West of Richmond), in Chesterfield, Henrico, Goochland, and Powhatan Counties, State Project 0288-964-101, PE-100; and

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

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

WHEREAS, previous action of August 28, 1969, concerning the location of this section of proposed Route 288 has been rescinded;

NOW, THEREFORE, BE IT RESOLVED, that the location of this project be approved in accordance with the plan as proposed and presented at the said location public hearing by the Department's Engineers as alternate 4/4 Modified (Alternate 14 north of the James River); and

BE IT FURTHER RESOLVED, that this roadway be designated as a limited access highway as presented at the location public hearing as alternate 4/4 Modified (Alternate 14 north of the James River) in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board; and

8/18/88

BE IT FURTHER RESOLVED, that in the interest of public safety, (1) pedestrians, (2) persons riding bicycles or mopeds, (3) horse-drawn vehicles, (4) self-propelled machinery or equipment, and (5) animals led, ridden or driven on the hoof be prohibited from using this limited access highway in accordance with the statutes of the Commonwealth of Virginia.

Motion carried, Dr. Howlette voting no.

On motion of Mr. Kelly, seconded by Mr. Davidson, the minutes of the meeting of April 21, 1988, were approved.

On motion of Mr. Kelly, seconded by Mr. Davidson, permits issued and canceled from July 21, 1988 to August 17, 1988, inclusive, as shown by the records of the Department, were approved.

Moved by Mr. Kelly, seconded by Mr. Davidson, that the Board approve additions and abandonments to the Secondary System from June 30, 1988 to July 28, 1988, inclusive, as shown by the records of the Department.

Motion carried.

Moved by Mr. Kelly, seconded by Mr. Davidson, that

WHEREAS, by proper resolutions, the Board of Supervisors of Chesterfield and Prince William Counties have requested that certain roads which no longer serve as a public necessity be discontinued as parts of the Secondary System of Highways;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 33.1-150 of the Code of Virginia of 1950, as amended, the following roads are discontinued as parts of the Secondary System of Highways, effective this date.

BOARD OF SUPERVISORS

MINUTES

May 27, 2020

Supervisors in Attendance (Virtual Platform):

Ms. Leslie A. T. Haley, Chair
Mr. Kevin P. Carroll, Vice Chair
Mr. James A. Ingle, Jr.
Mr. Christopher M. Winslow
Mr. James M. Holland

Dr. Joseph P. Casey
County Administrator

Ms. Haley called the meeting to order at 6:00 p.m. and gave the following statement:

"Due to the COVID-19 health emergency, and the fact that we are all meeting remotely, we have modified our typical meeting procedures. Since we are not able to take live comments tonight, we have implemented a special public comments portal on our Board of Supervisors webpage to promote the new virtual format for meetings, along with various marketing efforts for the citizen comment form. The portal for citizen comments on all the public hearing items on tonight's agenda has been open since May 21st. In addition to the portal, we also received telephone messages and emails specifically directed to the Board of Supervisors. All of these comments were submitted by 5:00 p.m. on May 26th. From their remote locations tonight, the Board will be viewing and hearing the same presentations as the public. The general public will be able to hear the questions raised and statements made by the Board, as well as hear the answers of those questions by county staff from their remote locations. In order to keep an accurate count of the votes that are made tonight, all of the votes will be done using a roll call vote by the clerk. The agenda for this evening can be viewed by the public by visiting the agenda center, which can be found on the Board of Supervisors page of the county's website."

1. INVOCATION

The Honorable Chris Winslow, Clover Hill District Supervisor, gave the invocation.

2. PLEDGE OF ALLEGIANCE

Mr. Scott Zaremba, Deputy County Administrator, led the Pledge of Allegiance to the Flag of the United States of America.

WHEREAS, Lucy Corr Nursing Home has been expanded many times over the past five decades, now goes by the name "Lucy Corr" and today comprises a 216-bed Health Care Center with memory care, a 48-bed Assisted Living facility with memory care, 77 Independent Living residences and an Adult Day Center licensed to serve 20 participants; and

WHEREAS, skilled nursing care, long-term care and memory care services are indispensable to the citizens of Chesterfield County and we are indebted to Lucy Corr and its many employees, volunteers, benefactors, and supporters today and throughout history for providing these services without fail since 1970.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 27th day of May 2020, publicly recognizes and congratulates Lucy Corr on this special occasion of its 50th Anniversary.

AND, BE IT FURTHER RESOLVED that the Chesterfield County Board of Supervisors hereby express its gratitude to Lucy Corr for providing five decades of outstanding professional health care to citizens of our beloved county and for its ongoing commitment to continue providing caregiving and life-sustaining services which greatly improve and enhance the overall quality of life for our residents.

Ayes: Haley, Carroll, Ingle, Winslow and Holland.

Nays: None.

(It is noted a roll call vote was taken because the meeting was conducted on a virtual platform.)

8.B.1.h. RESOLUTION OF SUPPORT FOR THE PROPOSED WOOLRIDGE ROAD EXTENDED ALIGNMENT

On motion of Mr. Holland, seconded by Mr. Ingle, the Board adopted the following resolution:

WHEREAS, on September 27, 2017, the Chesterfield County Board of Supervisors approved a resolution endorsing the Revenue Sharing application to the extension of Woolridge Road from Route 288 to Old Hundred Road; and

WHEREAS, Chesterfield County advertised and a held a public meeting for the Nash Road Extension project on March 5, 2020 to provide an overview of the project, present alignment alternatives 1 and 2, and solicit input from the public; and

WHEREAS, based on citizen feedback there is general support for the project; and

WHEREAS, based on the written comments received and to provide the most cost-effective project, the preferred alternative, Alternative 1, was selected.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Chesterfield County hereby endorses and supports the proposed Woolridge Road Extended alignment.

Ayes: Haley, Carroll, Ingle, Winslow and Holland.
Nays: None.

(It is noted a roll call vote was taken because the meeting was conducted on a virtual platform.)

8.B.2. REAL PROPERTY REQUESTS

8.B.2.a. ACCEPTANCE OF PARCELS OF LAND

8.B.2.a.1. ACCEPTANCE OF A PARCEL OF LAND ALONG WOOLRIDGE ROAD AND FOR GRANDIN AVENUE FROM WOOLRIDGE DEVELOPMENT, LC

On motion of Mr. Holland, seconded by Mr. Ingle, the Board accepted the conveyance of a parcel of land containing 1.665 acres along Woolridge Road and for Grandin Avenue from Woolridge Development, LC and authorized the County Administrator to execute the deed.

Ayes: Haley, Carroll, Ingle, Winslow and Holland.
Nays: None.

(It is noted a roll call vote was taken because the meeting was conducted on a virtual platform.)

8.B.2.a.2. ACCEPTANCE OF PARCELS OF LAND ALONG LUCKS LANE FOR LUCKS GARDEN TRAIL, DOGWOOD GROVE DRIVE AND WOODLET MEADOW LANE FROM THE GROVE AT LUCKS LANE LLC

On motion of Mr. Holland, seconded by Mr. Ingle, the Board accepted the conveyance of two parcels of land containing a total of 2.061 acres along Lucks Lane for Lucks Garden Trail, Dogwood Grove Drive and Woodlet Meadow Lane from The Grove at Lucks Lane LLC and authorized the County Administrator to execute the deed.

Ayes: Haley, Carroll, Ingle, Winslow and Holland.
Nays: None.

(It is noted a roll call vote was taken because the meeting was conducted on a virtual platform.)

8.B.2.a.3. ACCEPTANCE OF PARCELS OF LAND ALONG WOODS EDGE ROAD FROM THE JOHN WATTS ROBERTS REVOCABLE TRUST DATED MARCH 14, 2012; CLAREMONT ASSOCIATES,



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Meeting Date: May 27, 2020

Item Number: 8.B.1.h.

Subject:

Resolution of Support for the Proposed Woolridge Road Extended Alignment

Board Action Requested:

The Board is requested to adopt the attached resolution of support for the proposed Woolridge Road Extended alignment.

Summary of Information:

On September 27, 2017, the Board adopted a resolution endorsing the Revenue Sharing application to fund the extension of Woolridge Road from Rt. 288 to Old Hundred Road. Preliminary engineering for the project began in October 2018.

A Location Public Hearing was held March 5, 2020 to provide an overview of the project, present alignment alternatives 1 and 2, and solicit input from the public. Based on citizen feedback there is general support for the project.

Based on the written comments received and to provide the most cost-effective project, the preferred alternative, Alternative 1 was selected.

The Commonwealth Transportation Board (CTB) is required to approve the proposed location or alignment of the Woolridge Road Extension. A resolution of support from the county is requested for consideration by the CTB at their June Meeting.

Attachments:

1. Woolridge Road Ext_Resolution
2. Woolridge Road Ext_Alignment Alternatives

Attachments:

1. Attachment A - Woolridge Ext_Resolution of Support
2. Attachment B - Woolridge Ext_Alignment_Alternative_Reduced

Preparer: Brent Epps, Director of Transportation

Approved By:



A handwritten signature in black ink, consisting of a large, stylized initial 'B' followed by a series of loops and a vertical line extending downwards. Below the signature is a solid horizontal line.

WHEREAS, on September 27, 2017, the Chesterfield County Board of Supervisors, approved a resolution endorsing the Revenue Sharing application to the extension of Woolridge Road from Route 288 to Old Hundred Road; and

WHEREAS, Chesterfield County advertised and a held a public meeting for the Nash Road Extension project on March 5, 2020 to provide an overview of the project, present alignment alternatives 1 and 2, and solicit input from the public; and

WHEREAS, based on citizen feedback there is general support for the project; and

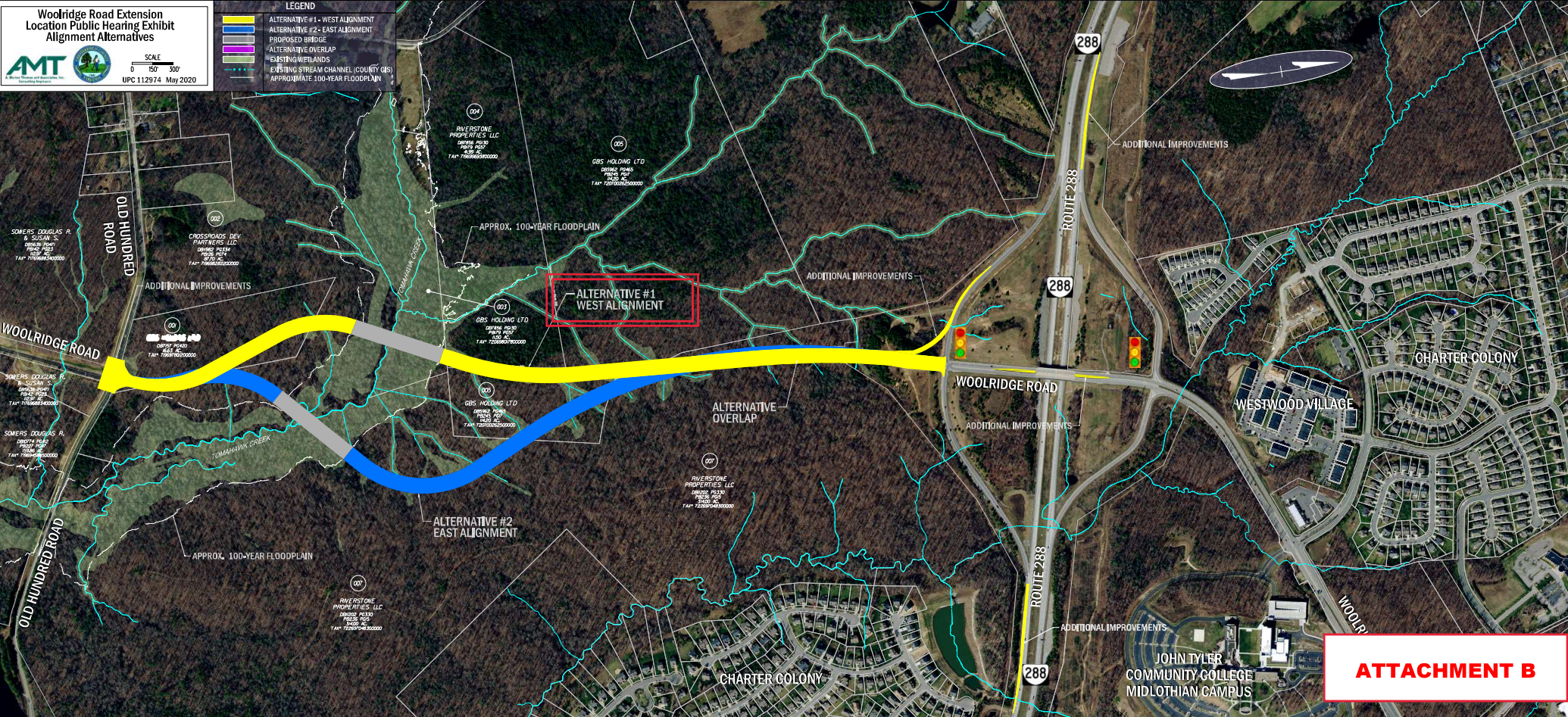
WHEREAS, based on the written comments received and to provide the most cost-effective project, the preferred alternative, Alternative 1 was selected; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Chesterfield County hereby endorses and supports the proposed Woolridge Road Extended alignment.

**Woolridge Road Extension
Location Public Hearing Exhibit
Alignment Alternatives**



- LEGEND**
- ALTERNATIVE #1 - WEST ALIGNMENT
 - ALTERNATIVE #2 - EAST ALIGNMENT
 - PROPOSED BRIDGE
 - ALTERNATIVE OVERLAP
 - EXISTING WETLANDS
 - EXISTING STREAM CHANNEL (COUNTY GIS)
 - APPROXIMATE 100-YEAR FLOODPLAIN



ATTACHMENT B



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

Chessa Walker, P.E.
Interim Director

June 21, 2023

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

RE: Woolridge Road (Route 288 to Old Hundred Road) Extension, Project No. 0668-020-R36, UPC 112974

Mr. Riblett:

I am writing to confirm that Chesterfield County supports the Woolridge Road (Route 288 to Old Hundred Road) Extension Project (VDOT Project No. 0668-020-R36, UPC 112974). Chesterfield County supports the design as presented to the public during the Location Public Hearing held March 5, 2020 as well as the Design Public hearing held on January 12, 2021. Further, Chesterfield County understands that the design of the improvements will require an adjustment to the limited access right-of-way line at the existing western leg of the Route 288 and Woolridge Road interchange.

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, P.E.
Deputy County Administrator

Woolridge Road Extension Limited Access Revisions

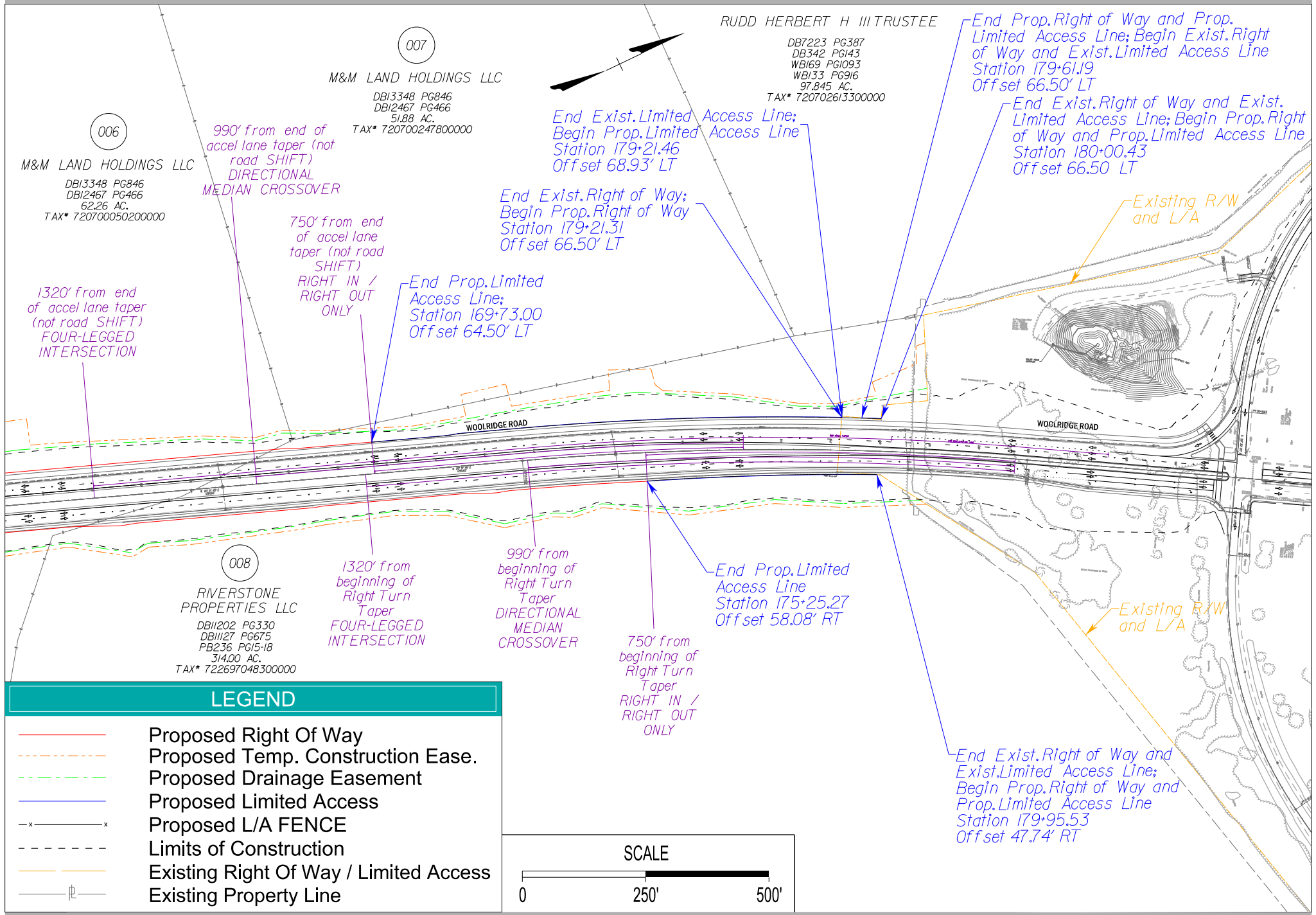
Sheet Reference	Line ID	Baseline Reference	Station	Offset	LT/RT
1	End Prop. L/A Line	668 BL	169+73.00	64.50	LT
	Prop. R/W				
	Prop. R/W and Prop. L/A Line	668 BL	171+25.00	64.50	LT
	Prop. R/W and Prop. L/A Line	668 BL	171+50.00	66.50	LT
	Prop. R/W and Prop. L/A Line	668 BL	172.74.10	66.50	LT
2	End Prop. L/A Line	668 BL	175+25.27	58.08	RT
	Prop. R/W				
	End Ex. R/W	668 BL	179+21.31	66.50	LT
	Begin Prop. R/W				
	Prop. L/A Line				
	End Ex. L/A Line	668 BL	179+21.46	68.93	LT
	Begin Prop. L/A Line				
	Ex. R/W	668 BL	179+61.19	66.50	LT
	End Prop. R/W and Prop. L/A Line				
	Begin Ex. R/W and Ex. L/A Line				
	End Ex. R/W and Ex. L/A Line				
	Begin Prop. R/W and Prop. L/A Line	668 BL	179+95.53	47.74	RT
	End Ex. R/W and Ex. L/A Line				
Begin Prop. R/W and Prop. L/A Line					
End Ex. R/W and Ex. L/A Line	668 BL	180+00.43	66.50	LT	
Begin Prop. R/W and Prop. L/A Line					



AMT

WOOLRIDGE ROAD EXTENSION Limited Access Exhibit

VDOT Proj. No.: 0668-020-R36
UPC: 112974
AUGUST 2023



LEGEND

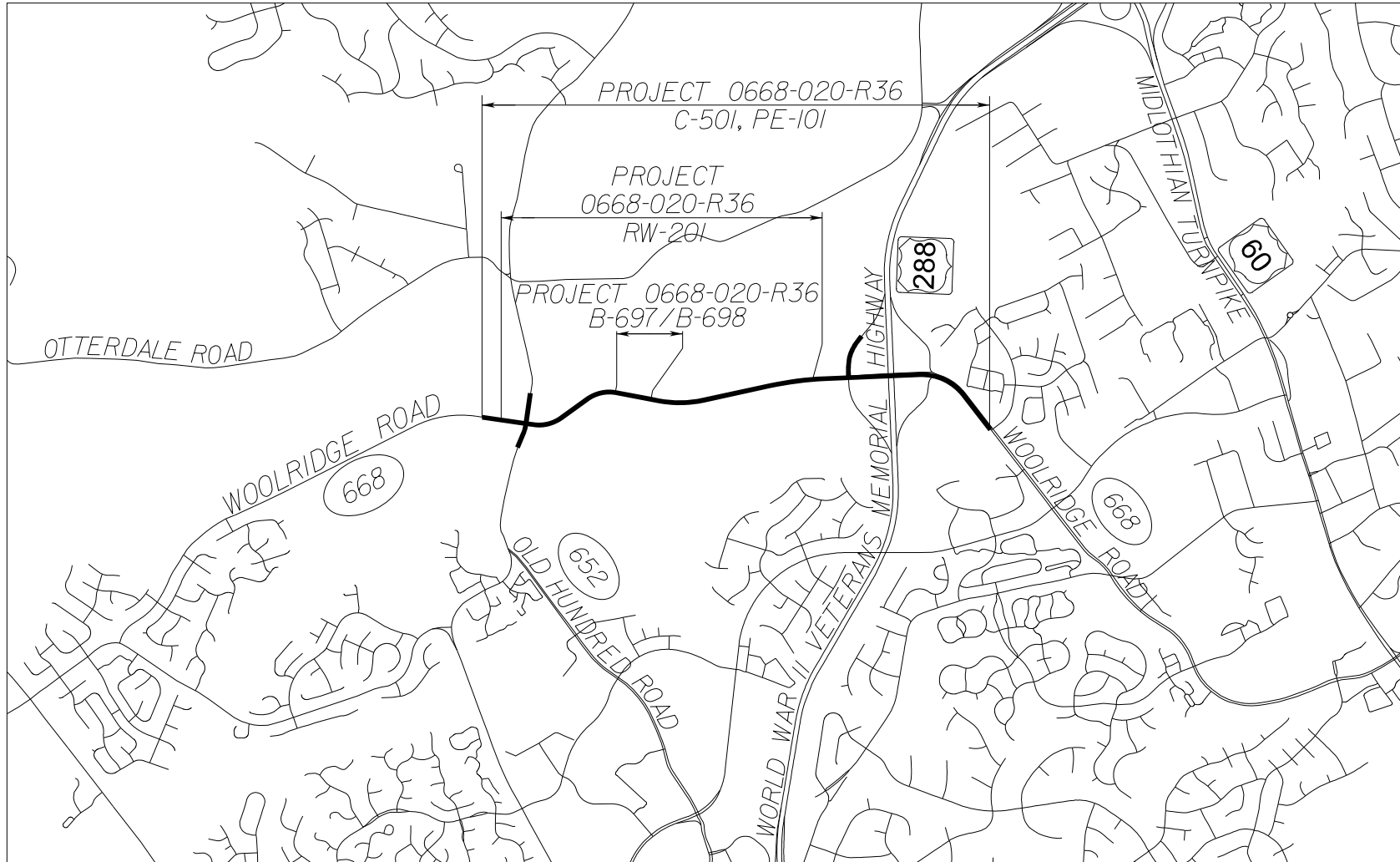
- Proposed Right Of Way
- Proposed Temp. Construction Ease.
- Proposed Drainage Easement
- Proposed Limited Access
- Proposed L/A FENCE
- Limits of Construction
- Existing Right Of Way / Limited Access
- Existing Property Line

SCALE



LOCATION MAP

Chesterfield County, VA



SCALE





COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 4

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: _____ Seconded By:

Action:

Title: Artificial Intelligence-Based Decision Support System (AI-DSS) for Enhancing Transportation Incident Management Contract Award

WHEREAS, due to a lack data-driven, real-time analytical and prediction capabilities, current transportation incident coordination/response is reactive, responding to incidents that have already taken place, rather than being proactive with a focus on predicting and preventing incidents; and

WHEREAS, coordination and collaboration among agencies and across different highway and transit modes in responding to transportation incidents occurs only on an ad-hoc basis or manually, giving rise to a gap in multi-modal and multi-agency incident response plan coordination; and

WHEREAS, in order to transform how agencies manage dynamic transportation systems effectively through a data-driven technology solution, the Virginia Department of Transportation (VDOT) has proposed deploying AI-DSS to recommend effective response plans to operating agencies for the management of congestion, incidents, and events across different highway and transit modes; and

WHEREAS, integrating AI-DSS and demand management results in more balanced and cohesive transportation systems management and operations; and

WHEREAS, Offerors prequalified through the Request for Qualification were invited to respond to the Request for Proposal for this contract. Offerors provided details on software experience and qualifications, functional and technical capabilities, project plan and implementation, and small business subcontracting plan. Through consensus scoring and negotiations, the VDOT Selection Committee selected one (1) recommended Offeror; and

WHEREAS, VDOT has determined that Arup US, Inc., 77 Water Street, New York, NY 10005 (hereinafter “Arup”) is considered the best suited and lowest cost Offeror of eight (8) initial Offerors; and

WHEREAS, the Virginia Information Technologies Agency and the Office of Attorney General approved the AI-DSS contract package on July 12, 2023; and

WHEREAS, VDOT recommends award of the Contract for the Artificial Intelligence-Based Decision Support System (AI-DSS) for Enhancing Transportation Incident Management to Arup; and

WHEREAS, Commonwealth Transportation Board (CTB) approval of this contract is required by § 33.2-209 of the *Code of Virginia* as a contract for “... construction, maintenance, and improvement of the highways comprising systems of state highways ... in excess of \$5 million.”

NOW, THEREFORE, BE IT RESOLVED, that the CTB hereby concurs with VDOT’s recommendation and hereby agrees to award the Contract for this Project to Arup.

BE IT FURTHER RESOLVED, that the Commissioner of Highways, or his designee, is granted the authority to execute the Contract and all other documents necessary to effectuate the award of this Contract to Arup.

####

Commonwealth Transportation Board (CTB) Decision Brief

Artificial Intelligence-Based Decision Support System (AI-DSS) for Enhancing Transportation Incident Management Contract Award

Issue: The Virginia Department of Transportation (VDOT) solicited proposals from qualified firms to contract for an AI-DSS with real-time analytical and prediction capabilities that provides responding agencies with the capability to proactively manage and prevent transportation incidents across highway and transit modes. CTB approval of this contract is required by Va. Code § 33.2-209 as a contract for “. . . construction, maintenance, and improvement of the highways comprising systems of state highways . . . in excess of \$5 million.”

Facts: Chief Deputy Commissioner Cathy McGhee delivered a workshop presentation to the CTB regarding AI-DSS and the Regional Multi-Modal Mobility Program (RM3P) on July 19, 2022. Currently, transportation incident coordination and collaboration amongst agencies (such as VDOT and emergency responders), and across highway and transit modes (i.e. bus bridges), is reactive and implemented manually on an ad-hoc basis. AI-DSS offers instead a proactive, multimodal approach to incident management by utilizing several types of data, both static and dynamic, provided by the RM3P Data-Exchange Platform and other vendor sources to enrich analytical power and recommend effective response plans for managing congestion, incidents, and events.

- VDOT first issued a Request for Information from industry and agency stakeholders, for input relating to an AI-DSS for enhancing transportation incident management, which led to the high-level scope development for such a system. VDOT then issued a Request for Qualification and all Offerors’ who were pre-qualified were invited to respond to the Request for Proposal (RFP) for this contract. Offerors provided details on software experience and qualifications, functional and technical capabilities, project plan and implementation, and small business subcontracting plan.
- Throughout the AI-DSS project scoping process, there has been multi-agency participation to include VDOT, the Northern Virginia Transportation Authority, Department of Rail & Public Transportation (DRPT), Fredericksburg Area Metropolitan Planning Organization, Virginia State Police, Washington Metropolitan Area Transit Authority, tolling partners, and local transit operators, etc.
- The AI-DSS delivered pursuant to the contract will provide a scalable solution to:
 - Generate, analyze, and recommend response plans that improve the efficiency of various agency responses to travel disruptions achieving a collective regional incident clearance outcome greater than a single agency’s solo outcome;
 - Predict non-recurring congestion and incidents thus enabling agencies to improve our transportation system's overall reliability;
 - Predict availability for selected commuter parking lots to enable multi-modal trip choices; and
 - Take into consideration prompts for managing demand on the transportation system via incentive strategies.
- The Virginia Information Technologies Agency’s Chief Information Officer approved the Request for Proposal (RFP) for the AI-Based Decision Support System (AI-DSS) Procurement on January 31, 2022, allowing the project to move forward with procurement.

Decision Brief

Artificial Intelligence-Based Decision Support System (AI-DSS) for Enhancing Transportation Incident Management

September 20, 2023

Page 2 of 2

The RFP for the AI-DSS was posted on February 2, 2022, in eVA with a closing date of April 4, 2022. In response to the RFP, VDOT received proposals from eight (8) Offerors.

- Through consensus scoring and negotiations, the VDOT Selection Committee selected one (1) recommended Offeror from the eight (8) Offerors. Virginia Information Technologies Agency and the Office of Attorney General approved the AI-DSS contract package on July 12, 2023. In keeping with the Notice of Intent to Award issued July 31, 2023, VDOT recommends awarding this contract to Arup US, Inc.
- The awarded Offeror will provide a “Software-as-a-Service” solution that will have the functionality to review and evaluate current conditions, as well as to predict conditions of the Northern Virginia and Metropolitan Fredericksburg transportation network. The AI-DSS will help agency operators make informed decisions in managing both recurring and non-recurring congestion conditions and recommend optimal responses.
- The AI-DSS Contract initial term is three (3) years with five (5) 1-year optional renewal periods. The contract cost is estimated at \$9.72 M for the initial 3-year period [\$8.58 M for the base period (1st and 2nd years) and \$1.14 M for base operations and support (3rd year)]. 1-Year Optional renewal periods are approximately \$1 M.

Recommendations: VDOT recommends that the CTB approve and authorize the Commissioner of Highways to execute the contract with Arup US, Inc., to provide the AI-DSS for enhancing transportation incident management.

Action Required by CTB: CTB approval of this contract is required by § 33.2-209 of the *Code of Virginia* as a contract for “...construction, maintenance, and improvement of the highways comprising systems of state highways ... in excess of \$5 million.” The CTB will be presented with a resolution for a formal vote to authorize the Commissioner to execute the contract with the recommended Offeror.

Result, if Approved: If the resolution is approved, the Commissioner will be authorized to execute the contract once signed by the Offeror. The contract will be effective upon execution by the Commissioner, enabling development of the AI-DSS for enhancing transportation incident management.

Options: Approve, Deny, or Defer

Public Comments/ Reaction: Although no public comment was required on this contract, the solicitation was publicly advertised.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 5

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By:

Action:

Title: Locality Land Conveyances, Various Streets
City of Alexandria

WHEREAS, section 33.2-907 of the *Code of Virginia* allows the Commonwealth Transportation Board to transfer (convey) to a locality, upon petition of said locality's governing body, real estate acquired incidental to the construction, reconstruction, alteration, maintenance or repair of the primary state highway system, which constitutes a section of public highway, and upon transfer such section of highway shall cease being a part of the primary state highway system; and

WHEREAS, the Commissioner of Highways, at the request of the City of Alexandria, exercised his power and authorized the Virginia Department of Transportation to acquire real estate as right of way for Project 0001-100-102, PE-101, RW-201 from various landowners; and

WHEREAS, an injunction was entered February 26, 1973, in the litigation styled *Live in a Favorable Environment, Inc. v. John Volpe, et al.* (E.D. Va.), which prevented Project 0001-100-102, PE-101, RW-201 from being constructed as originally proposed; and

WHEREAS, the project was ultimately re-designed and constructed as Project 0001-100-102, RW-203; and

WHEREAS, the City of Alexandria has requested by resolution dated June 28, 2022, attached hereto as Appendix A, conveyance of the real estate, which is in the City's Street system and has remained titled in the name of the Commonwealth as a part of the defunct Route 1, Project 0001-100-102, RW-201.

Resolution of the Board
Locality Land Conveyances, Various Streets
City of Alexandria
September 20, 2023
Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED that, in accordance with § 33.2-907 of the *Code of Virginia*, conveyance of the real estate is approved as set forth and upon conveyance, the real estate shall no longer be a part of the primary state highway system, and the Commissioner of Highways is hereby authorized to execute, in the name of the Commonwealth, a deed or deeds conveying the real estate subject to such restrictions as may be deemed appropriate.

####

Commonwealth Transportation Board (CTB) Decision Brief

Locality Land Conveyances, Various Streets City of Alexandria

Issue: The City of Alexandria has requested the conveyance of certain real estate acquired for State Highway Project 0001-100-102, RW-201. CTB approval is required by Va. Code § 33.2-907 (C), which allows the CTB to transfer (convey) to a locality, upon petition of said locality's governing body, real estate acquired incidental to the construction, reconstruction, alteration, maintenance, or repair of the primary state highway system, which constitutes a section of public highway. Upon such transfer, such section of highway shall cease being a part of the primary state highway system.

Facts:

- The Commissioner of Highways, at the request of the City of Alexandria, exercised his power and authorized the Virginia Department of Transportation (VDOT) to acquire real estate as right of way for State Highway Project 0001-100-102, RW-201 from various landowners.
- An injunction was entered February 26, 1973, in the litigation styled *Live in a Favorable Environment, Inc. v. John Volpe, et al.* (E.D. Va.), which prevented State Highway Project 0001-100-102, RW-201 from being constructed as originally proposed.
- The project was ultimately re-designed and constructed as State Highway Project 0001-100-102, RW-203.
- The City of Alexandria has petitioned by Resolution No. 3086, dated June 28, 2022, (attached hereto as Appendix A) for the transfer and conveyance, to the City of Alexandria, of such real estate in the City's street system that has remained titled in the name of the Commonwealth and was acquired for the defunct State Highway Project 0001-100-102, RW-201. (Note that, while Resolution No. 3086 cites to § 33.2-907 (B) as the relevant statutory authority, the conveyance shall proceed pursuant to § 33.2-907 (C) after consultation with the City.)
- This proposed conveyance has been reviewed and approved by VDOT's Northern Virginia District Engineer.

Recommendations: VDOT recommends that the real estate be conveyed to the City of Alexandria. Upon conveyance, such real estate shall cease to be part of the primary state highway system.

Action Required by CTB: The *Code of Virginia* § 33.2-907(C) requires a majority vote of the CTB authorizing the Commissioner to execute the deed. The CTB will be presented with a resolution for a formal vote.

Result, if Approved: If the resolution is approved, the Commissioner will be authorized to execute a deed to convey the real estate to the City of Alexandria.

Options: Approve, Deny, or Defer

Public Comments/Reactions: None

RESOLUTION NO. 3086

WHEREAS, Section 33.2-907(B) of the Code of Virginia (1950), as amended, authorizes the Commonwealth Transportation Commissioner to acquire rights-of-ways for the construction, reconstruction, alteration, maintenance and repair of public highways within municipalities on projects which are constructed with State or Federal participation and subsequently convey such rights-of-ways to the requesting municipality; and

WHEREAS, Section 33.2-907(B) of the Code of Virginia (1950), as amended, further provides that the Commonwealth Transportation Commissioner may exercise such authority only upon receipt of an official request from the City involved with the project; and

WHEREAS, the Commonwealth Transportation Commissioner has previously exercised such power to acquire the necessary rights-of-ways for Project 0001-100-102, RW201 within the Corporate Limits of the City of Alexandria, and the City of Alexandria now requests that the Commonwealth Transportation Commissioner convey that right of way to the City of Alexandria; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ALEXANDRIA, VIRGINIA**

On this date of June 28, 2022, the City Council of the City of Alexandria, Virginia, hereby requests the Commonwealth Transportation Commissioner (the "Commissioner") convey the title to the rights-of-ways and residual properties for Project 0001-100-102, RW201 within the Corporate Limits of said City to the City Council of Alexandria.

Adopted: June 28, 2022



JUSTIN M. WILSON MAYOR

ATTEST:



Gloria A. Sitton, CMC City Clerk

INDEX OF SHEETS

- 1. Title Sheet
- 2. Project Location Map
- 3. Mainline Typical Sections
- 4. Ramp Typical Sections (Incl. Sheet 4A)
- 5-6. Special Cross Sections
- 7. Sheet Index Plan
- 8-9. Geometric Layout Plans
- 10. Alignment Data
- 11-12. Reference Ties
- 13-23. Plans (Incl. Shts. 15A, B, C & 20A)
- 24-33. Profiles



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HIGHWAYS

PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY

CITY OF ALEXANDRIA

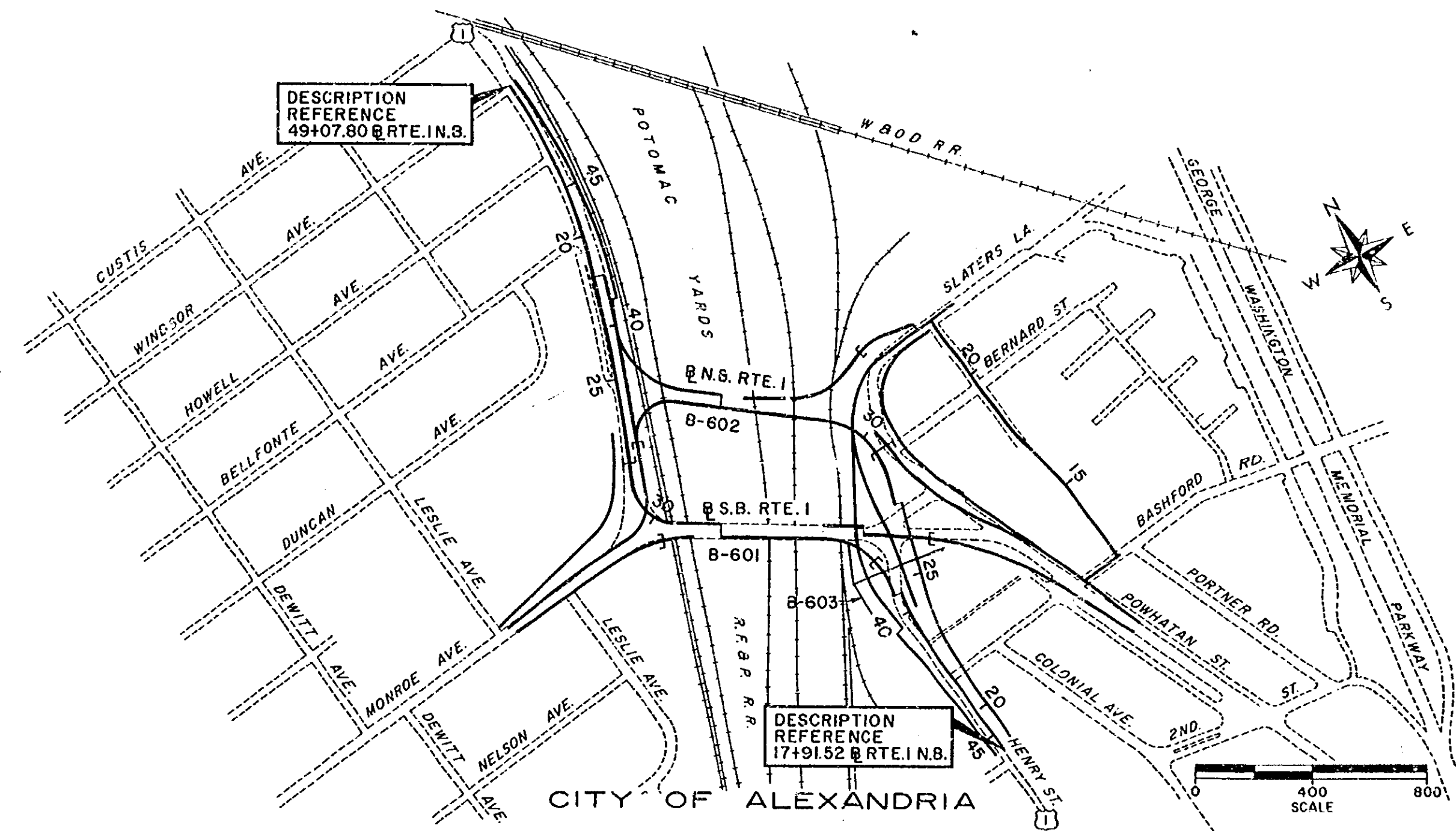
FROM: 0.066 MI. SOUTH INTERSECTION
HENRY STREET AND BASHFORD ROAD
TO: INTERSECTION JEFFERSON DAVIS
HIGHWAY AND WINDSOR AVENUE

US ROUTE 1 POTOMAC YARDS BRIDGE AND APPROACHES

FOR DEMOLITION OF BUILDING	
CONT. NO.	SHEET NO.
I	1, 1A, 1B, 1C, 16, 22

F.P.R. REG. NO.	STATE	FEDERAL AID		STATE		SHEET NO.	TOTAL SHEETS
		ROUTE	PROJECT	ROUTE	PROJECT		
2	VA.	U-100-1(16)		1	0001-100-102, PE 0001-100-102, PE	1	38

DESIGN CLASSIFICATION				
URBAN-DIVIDED-ROLLING				
	RTL. I EAST	RTE. I WEST	POWHATAN ST.	MONROE ST.
ADT-1980	18,500	27,000	14,000	11,850
DHV	1,370	2,450	1,100	900
D	59%	82%	61%	67%
T	9%	9%	9%	9%
ADT-1990	27,200	42,200	20,000	20,100
DHV	2,720	4,220	2,000	2,010
D	57%	57%	56%	59%
T	11%	11%	11%	11%
V	30 MPH	30 MPH	25 MPH	25 MPH



PLANS FOR RIGHT-OF-WAY ACQUISITION ONLY

NOTE: THE GRID SYSTEM USED ON THIS PROJECT REFERS TO THE VIRGINIA PLANE COORDINATE SYSTEM, NORTH ZONE

PLANS PREPARED BY: HOWARD, NEEDLES, TAMMEN & BERGENDOFF CONSULTING ENGINEERS ALEXANDRIA, VA

SUBMITTED BY: H.C. Lambert

APPROVED
10/16/70
DATE
Director of Public Works
CITY OF ALEXANDRIA

RECOMMENDED FOR APPROVAL FOR RIGHT OF WAY ACQUISITION

10-21-70 DATE
Urban Engineer

10-21-70 DATE
Location and Design Engineer

10-21-70 DATE
Director of Engineering

10-27-70 DATE
Director of Programming & Planning

10-27-70 DATE
Deputy Commissioner and Chief Engineer

APPROVED FOR RIGHT OF WAY ACQUISITION
10/27/70 DATE
Commissioner

APPROVED
DATE
Professional Engineer
Virginia Highway Administration
Urban Planning & Transportation

APPROVED FOR DEMOLITION OF BUILDINGS
11/17/70 DATE
Deputy Commissioner and Chief Engineer

APPROVED FOR DEMOLITION OF BUILDINGS
DATE
Professional Engineer
Virginia Highway Administration
Urban Planning & Transportation

PLANS REVISED			
SHEET NO.	DATE	SHEET NO.	DATE
13, 14, 15, 22	3-29-71		
22, 23	3-28-71		
14	11-17-71		
16, 17	12-20-71		
Added Sheet 1	2-18-72		
13	3-1-72		
3, 13	3-29-72		
13	5-15-72		
32	5-18-72		
16, 17	5-21-74		
17	1-20-78		

STATE PROJECT NOS.	CONTRACT NO.	SECTION	FEDERAL AID PROJECT NOS.	EQUALITIES FEET	Length Incl. Br. & Box Culvs.		Length Excl. Br. & Box Culvs.		TYPE PROJECT	DESCRIPTION
					FEET	MILES	FEET	MILES		
0001-100-102		PE-101 RW-201	U-100-1(16)	None None	3116, 28	0, 590 -	1973, 28	0, 374	RW	From 0.066 Mi. South of Intersection of Henry Street and Bashford Rd. To Intersection of Jefferson Davis Highway and Windsor Avenue
		B-601		None	932	0, 176	-	-	Bridge	Southbound Lanes over R.F.A.P. R.R.
		B-602		None	1143	0, 216	-	-	Bridge	Northbound Lanes over R.F.A.P. R.R.
		B-603		None	448	0, 085	-	-	Bridge	Pedestrian Overpass

NOTE: LENGTH OF PROJECT BASED ON R.T.E. I.N.B.

CONVENTIONAL SIGNS	
STATE LINE	LEVEE OR EMBANKMENT
COUNTY LINE	BRIDGES
CITY, TOWN OR VILLAGE	CULVERTS
RIGHT OF WAY LINE	DRAIN INLET
FENCE LINE	TROLLEY POLES
UNFENCED PROPERTY LINE	POWER POLES
FENCED PROPERTY LINE	TELEPHONE OR TELEGRAPH POLES
TRAVELED WAY	MARSH
GUARD RAIL	HEDGE
RAILROADS	WOODS
BASE OR SURVEY LINE	GROUND ELEVATION
	GRADE ELEVATION
	POLES WITHIN CONSTRUCTION LIMITS



Right of Way and Utilities

Conveyance Report

Report Date: 7/28/2023 12:00:00 AM

Project Number		UPC		City / County		District		
0001-100-102, R201		N/A		Alexandria		Northern Virginia		
Parcel	Parcel Name	Plan Sheet	Instrument Type	Record Dt.	Recordation Reference	Plat Book	Plat Page	Comments
1	Chaiken, Albert and Eva W.	1	Certificate	6/25/1970	Deed Book: 711, Page: 486	1	263	
			Final Order	4/19/1971	Deed Book: 722, Page: 158			
2	Androus, A.T.	1	Certificate	12/18/1970	Deed Book: 718, Page: 229	1	264	
			Final Order	8/4/1971	Deed Book: 727, Page: 295			
3	Epstein, Alvin and Louella	1	Deed	5/9/1969	Deed Book: 698, Page: 137	1	259	
5	Williams, Ralph E. and Myatte V.	13	Deed	12/28/1971	Deed Book: 746, Page: 785	1	307	
7	Goodman, Harry and Sara T.	13	Deed	1/7/1972	Deed Book: 739, Page: 146	1	294	
8	Gallagher, Raymond and Mary B.	13	Deed	4/21/1972	Deed Book: 743, Page: 464	1	300	
16	Johnson, Morris L.	14	Deed	6/8/1972	Deed Book: 742, Page: 629			Plan sheet recorded behind the deed, and is not recorded in the State Highway Plat Book.
19	Griffin, Arthur P. and Anna A.	16, 29	Certificate	1/7/1972	Deed Book: 736, Page: 150	1	284	
			Final Decree	4/24/1972	Deed Book: 739, Page: 690			
22	Dowell, Joyce Ann and Clarence	17	Certificate	9/15/1972	Deed Book: 747, Page: 651	1	308	
			Final Decree	10/22/1973	Book: 11, Page: 107			
23	Hinkle, Frances M.	16	Deed	1/31/1972	Deed Book: 745, Page: 499	1	306	
24	Cox, A. Melville and Anita T.	17	Deed	4/13/1973	Deed Book: 771, Page: 615	1	317	
25	Roberts, Edward J. Jr. and Naomi S.	17	Deed	2/14/1973	Deed Book: 740, Page: 495	1	297	
27	Potomac Cast Stone, Inc.	14	Deed	4/17/1972	Deed Book: 743, Page: 323			Plan sheet recorded behind the deed, and is not recorded in the State Highway Plat Book.
29	Shepard, Lila Carter	17	Deed	2/28/1972	Deed Book: 748, Page: 323	1	312	
31	Faegelson, Bernard M.	20	Certificate	1/21/1972	Deed Book: 738, Page: 78	1	287	
			Final Order	8/13/1991	Book: 1137, Page: 1198			
51	Mclvaine, James L. and Lillian	22	Deed	3/29/1972	Deed Book: 742, Page: 277	1	299	Less and Except portion conveyed to the City of Alexandria by deed dated November 10, 2015.
52	City of Alexandria, Sanitation Authority	22, 23	Deed	6/22/1972	Deed Book: 744, Page: 596	1	301, 302	Less and Except portion conveyed to the City of Alexandria by Deed dated November 10, 2015. Another portion conveyed to Howell Properties, LLC by Deed dated November 15, 2012.

Conveyance Report

Report Date: 7/28/2023 12:00:00 AM

Project Number		UPC	City / County		District			
0001-100-102, R201		N/A	Alexandria		Northern Virginia			
Parcel	Parcel Name	Plan Sheet	Instrument Type	Record Dt.	Recordation Reference	Plat Book	Plat Page	Comments
53	Cohen, William and Rosalie	14	Certificate	1/6/1972	Deed Book: 735, Page: 446	1	283	
			Final Decree	3/25/1974	Deed Book: 773, Page: 832			
54	Epstein, Alvin and Louella	17	Certificate	3/14/1972	Deed Book: 738, Page: 652	1	289	
			Final Order	3/7/1973	Book: 74, Page: 144			
57	Shapiro, Florence Auslander	22	Certificate	2/14/1972	Deed Book: 737, Page: 179	1	286	
			Final Order	6/26/1972	Book: 78, Page: 826			
59	Sadouskas, Anthony J.	15	Certificate	3/17/1972	Deed Book: 739, Page: 5	1	291	
			Final Decree	3/29/1974	Deed Book: 774, Page: 288			
62	Roberts, Edward J. Jr. and Naomi S.	17	Deed	5/15/1972	Deed Book: 740, Page: 449	1	298	



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 6

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By:

Action:

**Title: FY2024-2029 Six-Year Improvement Program Transfers
For June 17, 2023 through August 18, 2023**

WHEREAS, Section 33.2-214(B) of the *Code of Virginia* requires the Commonwealth Transportation Board (Board) to adopt by July 1st of each year a Six-Year Improvement Program (Program) of anticipated projects and programs. After due consideration, the Board adopted a Fiscal Years 2024-2029 Program on June 21, 2023; and

WHEREAS, the Board authorized the Commissioner, or his designee, to make transfers of allocations programmed to projects in the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 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 Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 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

Resolution of the Board
FY2024-2029 Six-Year Improvement Program Transfers
June 17, 2023 through August 18, 2023
September 20, 2023
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

FY2024-2029 Six-Year Improvement Program Transfers For June 17, 2023 through August 18, 2023

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 21, 2023, 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 2024 through 2029 (the Program) 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 Program 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 June 17, 2023 through August 18, 2023 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 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.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

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	Bristol, Statewide	#BF Bristol Super and Substructure Task Order Year 1, STATEWIDE SYIP UPDATE BALANCE ENTRY	121245, T1179	Bristol	#BF Bristol Structure Recoating Contract UPC Year 2	121235	Bridge Formula Allocation-Federal (CFB700), Bridge Formula Allocation-Soft Match (CFB701)	\$1,697,403	\$3,297,403	\$3,297,403	> 100%	Transfer of surplus funds recommended by District and Structure and Bridge Division from a completed project and the Statewide SYIP Balance Entry line item to a scheduled project.
2	District-wide	FOREST HIGHWAY BALANCE ENTRY	73245	Bristol	FLAP - RTE. 619 WIDEN, GRADE, DITCH, PIPE REP., PAVE	123821	Federal Lands Access Program (CF7110)	\$1,782,000	\$1,782,000	\$1,782,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide FLAP Balance Entry line item to a scheduled project.
3	District-wide	FOREST HIGHWAY BALANCE ENTRY	73245	Bristol	FLAP - RTE. 643 CONSTRUCT PARKING FACILITY-CRIPPLE CREEK	123822	Federal Lands Access Program (CF7110)	\$450,000	\$450,000	\$450,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide FLAP Balance Entry line item to a scheduled project.
4	District-wide	FOREST HIGHWAY BALANCE ENTRY	73245	Bristol	FLAP - RTE. 600-CONSTRUCT GRAVEL PARKING FACILITY ELK GARDEN	123824	Federal Lands Access Program (CF7110)	\$500,000	\$500,000	\$500,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide FLAP Balance Entry line item to a scheduled project.
5	District-wide	FOREST HIGHWAY BALANCE ENTRY	73245	Bristol	FLAP - RTE. 11-CONSTRUCT 6' WIDE TRAIL - APPALACHIAN TRAIL	123825	Federal Lands Access Program (CF7110)	\$300,000	\$300,000	\$300,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide FLAP Balance Entry line item to a scheduled project.
6	Bristol	#SGR Bristol - VDOT SGR Paving - Balance Entry	T13918	Bristol	#SGR24VP CY24 SMYTH, WYTHE, BLAND IS SGR PM1P	123896	SGR Paving State (SSP700), SGR STP STWD Paving Federal (SFP210), SGR STP STWD Paving Soft Match (SFP211)	\$6,376,524	\$6,376,524	\$6,376,524	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
7	Bristol	#SGR Bristol - VDOT SGR Paving - Balance Entry	T13918	Bristol	#SGR24VP CY24 WYTHE IS SGR PM1Q	123897	SGR Paving State (SSP700)	\$6,185,874	\$6,185,874	\$6,185,874	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
8	Bristol	#SGR Bristol - VDOT SGR Paving - Balance Entry	T13918	Bristol	#SGR24VP CY24 SCOTT PRIMARY SGR PM1S	123898	SGR Paving State (SSP700)	\$1,034,628	\$1,034,628	\$1,034,628	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
9	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Culpeper	#SMART22 - EXIT 107 PARK AND RIDE LOT	118872	Carbon Reduction <5k Allocation-Soft Match (CFR301), Carbon Reduction Program <5k Allocation-Federal (CFR300)	\$1,016,572	\$5,022,549	\$5,022,549	25.4%	Transfer of surplus funds recommended by District from the Statewide SYIP Balance Entry line item to fund a scheduled project.
10	Salem, Statewide	Shoulder Widening, Rumble Strip Install & Guardrail upgrade, STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	110888, 70700	Culpeper	ROUTE 250 - RUNAWAY TRUCK RAMP	122394	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101), VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Soft Match (CF3HS1)	\$3,963,455	\$5,463,455	\$5,463,454	> 100%	Transfer of surplus funds recommended by District and Traffic Operations Division from a completed project and the Statewide Safety Balance Entry line item to fund an underway project.
11	Culpeper	#SGR Culpeper - VDOT SGR Paving - Balance Entry	T13512	Culpeper	#SGR24VP PM-7I-24 ASPHALT RESURFACING PRIMARY SYSTEM	123933	SGR Paving State (SSP700)	\$3,895,214	\$3,895,214	\$3,895,214	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
12	Culpeper	#SGR Culpeper - VDOT SGR Paving - Balance Entry	T13512	Culpeper	#SGR24VP PM-7J-24 ASPHALT RESURFACING PRIMARY SYSTEM	123934	SGR Paving State (SSP700)	\$3,888,719	\$3,888,719	\$3,906,297	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
13	Fredericksburg	#SGR Fredericksburg-VDOT SGR Paving-Balance Entry	T13516	Fredericksburg	#SGR24VP - PM-6B-24 ASPHALT RESURFACING PRIMARY SYSTEM	123861	SGR Formula Discretionary - State (CSSGR9), SGR Paving State (SSP700)	\$1,500,000	\$1,500,000	\$1,478,975	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
14	Fredericksburg	#SGR Fredericksburg-VDOT SGR Paving-Balance Entry	T13516	Fredericksburg	#SGR24VP - PM-6C-24 ASPHALT RESURFACING PRIMARY SYSTEM	123862	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700)	\$2,550,000	\$2,550,000	\$2,514,699	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
15	Fredericksburg	#SGR Fredericksburg-VDOT SGR Paving-Balance Entry	T13516	Fredericksburg	#SGR24VP - PM-6P-24 ASPHALT RESURFACING PRIMARY SYSTEM	123863	SGR Paving State (SSP700), SGR STP STWD Paving Federal (SFP210), SGR STP STWD Paving Soft Match (SFP211)	\$4,300,000	\$4,300,000	\$4,298,326	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
16	Fredericksburg	#SGR Fredericksburg-VDOT SGR Paving-Balance Entry	T13516	Fredericksburg	#SGR24VP - PM-6R-24 ASPHALT RESURFACING PRIMARY SYSTEM	123864	SGR Paving State (SSP700)	\$1,650,000	\$1,650,000	\$1,614,333	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
17	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Fredericksburg	RT 17 WOODS/DAVENPORT RD IMPR (RCUT)	123874	Open Container Funds - Statewide (CNF221), VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$4,923,882	\$4,923,882	\$4,923,882	100.0%	Transfer of surplus funds recommended by the District and approved by TED from the balance entry to a scheduled project.
18	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Fredericksburg	DISTRICTWIDE SHOULDER RUMBLE STRIPS - TASK ORDER 5	124223	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$163,488	\$163,488	\$163,488	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to a scheduled project.
19	Hampton Roads	#SMART18 - SKIFFES CREEK CONNECTOR	100200	Hampton Roads	Croaker Road - Four Lane Widening From Library to Rte 60	100920	RSTP : Hampton Roads (CF2M30), RSTP Match : Hampton Roads (CS2M31)	\$4,244,702	\$28,652,469	\$28,598,000	17.4%	Transfer of surplus funds recommended by District and MPO from a completed project to a scheduled project.
20	Hampton Roads	CARBON REDUCTION PROGRAM BALANCE ENTRY HAMPTON	T27909	Hampton Roads	Amtrak Multimodal Station - Station, Platform, Parking Lot	109076	Carbon Reduction >200k Allocation-Federal (CFR600), CRP >200k Allocation - Soft Match (CFR601)	\$2,207,193	\$17,828,616	\$17,828,616	14.1%	Transfer of surplus funds recommended by District and MPO from the District Carbon Reduction Program balance Entry line item to a completed project.
21	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR24LP 134 2929 VIRGINIA BEACH BLVD	123380	Local Project Contributions – Urban (NOP723), SGR - State (SS0100)	\$245,000	\$357,110	\$357,110	> 100%	Transfer of surplus funds recommended by District and Local Assistance Division from the District SGR LP Balance Entry line item to a scheduled project.
22	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Hampton Roads	ELECTRONIC THROTTLE CONTROL FOR SURRY-WILLIAMSBURG VESSELS	123794	Ferries Allocation - Federal (CF7230), Ferries Allocation - Soft Match (CF7231)	\$81,000	\$81,000	\$81,000	100.0%	Transfer of surplus funds recommended by District from the Statewide SYIP Balance Entry line item to a scheduled project.
23	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Hampton Roads	JAMESTOWN-SCOTLAND FERRY RESCUE BOATS	123795	Ferries Allocation - Federal (CF7230), Ferries Allocation - Soft Match (CF7231)	\$250,000	\$250,000	\$250,000	100.0%	Transfer of surplus funds recommended by District from the Statewide SYIP Balance Entry line item to a scheduled project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
24	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Hampton Roads	RESCUE BOAT DAVIT FOR SURRY VESSEL	123796	Ferries Allocation - Federal (CF7230), Ferries Allocation - Soft Match (CF7231)	\$87,000	\$87,000	\$87,000	100.0%	Transfer of surplus funds recommended by District from the Statewide SYIP Balance Entry line item to a scheduled project.
25	Hampton Roads	#SGR Hampton Roads-VDOT SGR Paving-Balance Entry	T13509	Hampton Roads	#SGR24VP- PM-5C-24 ASPHALT RESURFACING PRIMARY SYSTEM	123968	SGR Paving State (SSP700)	\$1,653,890	\$1,653,890	\$617,117	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
26	Hampton Roads	#SGR Hampton Roads-VDOT SGR Paving-Balance Entry	T13509	Hampton Roads	#SGR24VP- PM-5G-24 ASPHALT RESURFACING PRIMARY SYSTEM	123992	SGR Paving State (SSP700)	\$606,072	\$606,072	\$469,068	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
27	Hampton Roads	#SGR Hampton Roads-VDOT SGR Paving-Balance Entry	T13509	Hampton Roads	#SGR24VP- PM-5E-24 ASPHALT RESURFACING PRIMARY SYSTEM	123993	SGR Paving State (SSP700)	\$375,777	\$375,777	\$1,449,264	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
28	Hampton Roads	#SGR Hampton Roads-VDOT SGR Paving-Balance Entry	T13509	Hampton Roads	#SGR24VP- PM-5B-24 ASPHALT RESURFACING PRIMARY SYSTEM	123994	SGR Paving State (SSP700), SGR STP STWD Paving Federal (SFP210), SGR STP STWD Paving Soft Match (SFP211)	\$2,046,401	\$2,046,401	\$2,563,806	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
29	Hampton Roads	#SGR Hampton Roads-VDOT SGR Paving-Balance Entry	T13509	Hampton Roads	#SGR24VP- PM-5N-24 ASPHALT RESURFACING INTERSTATE SYSTEM	123995	SGR Paving State (SSP700)	\$1,495,402	\$1,495,403	\$1,972,892	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
30	Hampton Roads	#SGR Hampton Roads-VDOT SGR Paving-Balance Entry	T13509	Hampton Roads	#SGR24VP- PM-5D-24 ASPHALT RESURFACING PRIMARY SYSTEM	123996	SGR Paving State (SSP700)	\$1,178,985	\$1,178,985	\$2,348,560	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
31	Statewide	PROJECT PIPELINE PRESCOPING	118654	Hampton Roads	#PIPELINE23 RTE 17	124156	Prescoping Funds (PRS120)	\$100,000	\$100,000	\$100,000	100.0%	Transfer of surplus funds recommended by District from the Statewide Project Pipeline Prescoping Balance Entry line item to a scheduled project.
32	Hampton Roads	Route 60 (Pocahontas Trail) Widening and Complete Street, WATA Facility Construction	102980, T11932	Hampton Roads	WATA Facility Construction	T11932	RSTP - DRPT : Hampton Roads (NP2M30), RSTP : Hampton Roads (CF2M30), RSTP Match - DRPT : Hampton Roads (NP2M31), RSTP Match : Hampton Roads (CS2M31)	\$1,164,921	\$12,791,721	\$9,000,000	10.0%	Transfer of surplus funds recommended by District and MPO from a scheduled project and a completed project to fund a completed project.
33	Hampton Roads	Eastern Shore Trail	T27881	Hampton Roads	Eastern Shore Rails to Trails (Cape Charles to Rte. 13)	T27154	Transportation Initiatives: State (CSTS01)	\$625,000	\$3,125,000	\$3,724,981	25.0%	Transfer of surplus funds recommended by District from a scheduled project to fund a scheduled project.
34	Lynchburg	#SGR Lynchburg - VDOT SGR Paving - Balance Entry	T17837	Lynchburg	#SGR24VP PM3F24 PITTSYLVANIA COUNTY PLANT MIX (P)	123928	SGR Paving State (SSP700)	\$2,125,503	\$2,125,503	\$1,980,944	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
35	Lynchburg	#SGR Lynchburg - VDOT SGR Paving - Balance Entry	T17837	Lynchburg	#SGR24VP PM3P24 PITTSYLVANIA COUNTY PLANT MIX (P)	123929	SGR Paving State (SSP700)	\$3,136,879	\$3,136,879	\$2,579,913	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
36	Lynchburg	#SGR Lynchburg - VDOT SGR Paving - Balance Entry	T17837	Lynchburg	#SGR24VP PM3A AMHERST-NELSON COUNTY PLANT MIX (P)	123930	SGR Formula Discretionary - State (CSSGR9), SGR Paving State (SSP700), SGR STP STWD Paving Federal (SFP210), SGR STP STWD Paving Soft Match (SFP211)	\$3,688,524	\$3,688,524	\$3,668,158	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
37	Lynchburg	#SGR Lynchburg - VDOT SGR Paving - Balance Entry	T17837	Lynchburg	#SGR24VP PM3B APPOMATTOX-CAMPBELL COUNTY PLANT MIX (P)	123931	SGR Paving State (SSP700)	\$3,592,762	\$3,592,762	\$3,492,536	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
38	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Northern Virginia	#BF - NOVA YEAR 2 STRUCT. RECOAT 3 STRUCTURES	121700	Bridge Formula Allocation-Federal (CFB700), Bridge Formula Allocation-Soft Match (CFB701)	\$2,599,082	\$7,904,955	\$7,904,955	49.0%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the Statewide SYIP Balance Entry line item to fund a scheduled project.
39	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Northern Virginia	#BF - NOVA YEAR 2 STRUCT. RECOAT - FLY OVER LOUDOUN CO	124233	Bridge Formula Allocation-Federal (CFB700), Bridge Formula Allocation-Soft Match (CFB701)	\$1,509,864	\$1,509,864	\$1,509,864	100.0%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the Statewide SYIP Balance Entry line item to fund a scheduled project.
40	Statewide	STATEWIDE RAIL SAFETY BALANCE ENTRY	70704	Richmond	College Ave. - Upgrade Existing Flashing Lights and Gates	110992	Rail Highway Crossings (CF4100), Rail Highway Crossings Soft Match (CF4101)	\$141,161	\$548,861	\$548,861	34.6%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Rail Balance Entry line item to fund a scheduled project.
41	Richmond	#SGR23LB - RT 360 - REPLACE MAYO'S BRIDGE SUPERSTRUCTURE	104888	Richmond	#SGR21LB RTE 360(HULL ST)-REPL BRIDGE OVER MANCHESTER CANAL	113290	SGR Bridge Federal NHPP (SFB110), SGR Bridge Soft Match NHPP (SFB111)	\$1,789,685	\$10,761,323	\$10,761,323	19.9%	Transfer of surplus funds recommended by District and Structure and Bridge Division between scheduled projects.
42	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Richmond	SR 288 (US 1 to I-95) LANE REALLOCATIONS/SIGNING ENHANCEMENT	122810	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$52,000	\$85,000	\$62,000	> 100%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to fund a scheduled project.
43	Richmond	#SGR Richmond - VDOT SGR Paving - Balance Entry	T13515	Richmond	#SGR24VP F24 SGR Plant Mix - Primary- Federal- Ashland Res.	123940	SGR Paving State (SSP700)	\$1,200,000	\$1,200,000	\$1,200,000	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
44	Richmond	#SGR Richmond - VDOT SGR Paving - Balance Entry	T13515	Richmond	#SGR24VP F24 SGR Plant Mix - Primary- Federal- Chesterfield	123941	SGR Paving State (SSP700)	\$4,000,000	\$4,000,000	\$4,000,000	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
45	Richmond	#SGR Richmond - VDOT SGR Paving - Balance Entry	T13515	Richmond	#SGR24VP F24 SGR PLANT MIX RICHMOND DIST. (NORTHERN REGION)	123942	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700)	\$6,200,000	\$6,200,000	\$6,200,000	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
46	Richmond	SYSTEMIC RUMBLE STRIPS - DISTRICTWIDE	116692	Richmond	RUMBLE STRIPS, DISTRICTWIDE	123966	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$2,025,000	\$2,025,000	\$2,025,000	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from a completed project to fund a scheduled project.
47	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Salem	RTE 58 - CORRIDOR DEVELOPMENT PROG - 4 LANES (Vesta)	17537	Route 58 Corridor Funds (CNS581)	\$50,807,576	\$235,000,000	\$235,000,000	27.6%	Transfer of surplus funds recommended by District and Financial Planning Division from the Statewide SYIP Balance Entry line item to fund a scheduled project.
48	Salem	#SGR Salem - VDOT SGR Bridge - Balance Entry, #SGR21VB (07916) RTE. 705 OVER PIGG RIVER - BR REPLACE	T13911, 117019	Salem	#SGR18VB - RT 8 OVER MAYO RIVER (STR 13191) - BR REPLACE	101001	SGR - STP <5K (SF2700), SGR - STP <5K Soft Match (SF2701), SGR Bridge Federal NHPP (SFB110), SGR Bridge Soft Match NHPP (SFB111), SGR Bridge State (SSB700)	\$6,278,010	\$10,034,350	\$10,034,350	> 100%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VB balance entry line item and a scheduled project to fund a scheduled project.
49	Salem	#SGR Salem - VDOT SGR Bridge - Balance Entry	T13911	Salem	#SGR21VB - RTE 764 OVER GREASY CR (STR. 4762)-SUPER REPLACE	117016	SGR Bridge State (SSB700)	\$988,580	\$4,191,580	\$4,191,580	30.9%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VB Balance Entry line item to a scheduled project.
50	District-wide	FOREST HIGHWAY BALANCE ENTRY	73245	Salem	MOUNTAIN LAKE TRAILS - PLANNING & ACCESS IMPROVEMENTS	122207	Federal Lands Access Program (CF7110), Local Project Contributions - Access (NOP023)	\$400,000	\$500,000	\$500,000	> 100%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide FLAP Balance Entry line item to a scheduled project.
51	Salem	#SGR Salem - VDOT SGR Paving - Balance Entry	T13517	Salem	#SGR24VP - FY24 Plant Mix Bedford & Montgomery Co Primaries	123867	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700)	\$6,000,000	\$6,000,000	\$6,000,000	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
52	Salem	#SGR Salem - VDOT SGR Paving - Balance Entry	T13517	Salem	#SGR24VP - FY24 Plant Mix Carroll County Primaries	123937	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700), SGR STP STWD Paving Federal (SFP210), SGR STP STWD Paving Soft Match (SFP211)	\$9,500,000	\$9,500,000	\$9,500,000	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
53	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	VERONA PEDESTRIAN IMPROVEMENTS	113687	Local Funds for Enhancement Projects (NPL206), TAP 50-200 - Federal (CF6400)	\$436,431	\$2,092,878	\$1,682,116	26.3%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide TAP Balance Entry line item to an underway project.
54	Staunton	#HB2.FY17 Constr. 2-Lane Roadway Southern Connector	105907	Staunton	ROUTE 250 BROAD STREET STREETScape	120641	Access PTF (CNS246)	\$2,668,820	\$7,190,364	\$7,190,364	59.0%	Transfer of surplus funds recommended by District from an underway project to fund a scheduled project.
55	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	VERONA PEDESTRIAN IMPROVEMENTS SEGEMENT 2 ENHANCEMENT	121209	Local Funds for Enhancement Projects (NPL206), TAP 50-200 - Federal (CF6400)	\$647,416	\$1,500,458	\$691,188	75.9%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide TAP Balance Entry line item to an underway project.
56	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR24VP Harrisonburg Residency Plant Mix (PM-8D-24)	123838	SGR - State (SS0100), SGR Paving State (SSP700)	\$1,550,000	\$1,550,000	\$1,544,064	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
57	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR24VP Lexington Residency Plant Mix (PM-8M-24)	123839	SGR Paving State (SSP700)	\$4,100,000	\$4,100,000	\$4,084,736	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
58	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR24VP Harrisonburg Residency Plant Mix (PM-8N-24)	123840	SGR Paving State (SSP700), SGR STP STWD Paving Federal (SFP210), SGR STP STWD Paving Soft Match (SFP211)	\$5,400,000	\$5,400,000	\$5,382,256	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.
59	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR24VP Lexington Residency Plant Mix (PM-8O-24)	123841	SGR Paving State (SSP700)	\$4,400,000	\$4,400,000	\$4,356,454	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VP Balance Entry line item to fund a scheduled project.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

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Agenda item # 7

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By:

Action:

Title: Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2024-2029

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 2024-2029 Program on June 21, 2023; 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 Commonwealth Transportation Fund and the Transportation Trust Fund, respectively; 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 Chapter 15 of Title 33.2 (33.2-1500 et seq.) of the *Code of Virginia*, by adopting a Program; and

WHEREAS, §§ 33.2-1526 and 33.2-1526.1 authorize allocations to local governing bodies, transportation district commissions, or public service corporations for, among other

things, capital project costs for public transportation and ridesharing equipment, facilities, and associated costs; and

WHEREAS, the 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 the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 and are approved.

BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board that the Commissioner of Highways and the Director of the Department of Rail and Public Transportation are authorized to enter into agreements for respective programmed projects for Fiscal Year 2024 and prior within the Six-Year Improvement Program satisfactory to the Commissioner and the Director, to the extent otherwise consistent with authorities set forth in the Code of Virginia.

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CTB Decision Brief

Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2024 – 2029

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 21, 2023, after due consideration, the CTB adopted FY 2024-2029 Program.

Recommendations: The Virginia Department of Transportation (VDOT) recommends the addition of the projects in Appendix A to the Program for FY 2024–2029.

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 2024–2029 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 2024-2029. In addition, the resolution will authorize the Commissioner of Highways and the Director of the Department of Rail and Public Transportation to enter into agreements for respective programmed projects for Fiscal Year 2024 and prior within the Six-Year Improvement Program satisfactory to the Commissioner and the Director, to the extent otherwise consistent with authorities set forth in the Code of Virginia.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

**Appendix A
Amendments to the FY2024-2029 SYIP**

Row	UPC	District	Jurisdiction	Route	Project Description	Total Cost	Total Allocation	Balance	Major Fund Source	Fully Funded
1	124070	Northern Virginia	City of Alexandria	0395	VDOT Oversight - I-395 and Duke Street	\$350,000	\$350,000	\$0	Accounts Receivable	Yes
2	123874	Fredericksburg	Gloucester County	0017	Rte. 17 Woods/Davenport Rd. Impr. (RCUT)	\$4,923,882	\$4,923,882	\$0	Safety Program	Yes
3	T-28684	Fredericksburg	Districtwide	9999	Two-Lane Rural Roads - Contract 1	\$7,630,000	\$7,630,000	\$0	Safety Program	Yes
4	T-28685	Fredericksburg	Districtwide	9999	Two-Lane Rural Roads - Contract 2	\$3,427,000	\$3,472,000	\$0	Safety Program	Yes
5	T-28686	Fredericksburg	Districtwide	9999	Two-Lane Rural Roads - Contract 3	\$3,427,391	\$3,427,391	\$0	Safety Program	Yes
6	123794	Hampton	Surry County	0031	Electronic Throttle Control for Surry-Williamsburg Vessles	\$81,000	\$81,000	\$0	Ferry Program	Yes
7	123795	Hampton	Surry County	0031	Jamestown-Scotland Ferry Rescue Boats	\$250,000	\$250,000	\$0	Ferry Program	Yes
8	123796	Hampton	Surry County	0031	Rescue Boat Davit for Surry Vessel	\$87,000	\$87,000	\$0	Ferry Program	Yes
Total						\$20,176,273	\$20,221,273	\$0		



COMMONWEALTH of VIRGINIA

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Agenda item # 8

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

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

Action: _____

Title: FY2024-FY2029 SYIP Project Updates for Federal Discretionary Match

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, the Board adopted the Six-Year Improvement Program of projects for Fiscal Years 2024-2029 on June 21, 2023, which included \$5,938,002 for DRPT Federal Discretionary Match for grantees; and

WHEREAS, grantees were encouraged to seek Federal discretionary grant opportunities for public transit projects, and four were awarded Federal funds in the amount of \$67,555,619 on June 26, 2023 from FTA's Grants for Buses and Bus Facilities and Low-and No-Emission Vehicle programs; and

WHEREAS, DRPT has identified an additional \$6,346,834 in unobligated State funds to contribute toward match for the public transit Federal discretionary grants identified in Appendix A; 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 Board, that the projects shown in Appendix A are added to the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 and are approved.

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CTB Decision Brief

Six-Year Improvement Program Updates for Federal Discretionary Match Fiscal Years 2024 - 2029

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

Facts: The CTB must adopt a Six-Year Improvement Program of anticipated projects and programs by July 1st of each year in accordance with Section 33.2-214 (B). The CTB adopted the FY 2024-2029 SYIP on June 21, 2023. The projects in the DRPT Appendix A were not in the final FY 2024-2029 SYIP adopted by the CTB, as the grantees were notified of their successful applications from FTA on June 26, 2023.

Recommendations: The Department of Rail and Public Transportation (DRPT) recommends the inclusion of the projects and \$6,346,834 of additional State match for projects in Appendix A to the Program for Fiscal Years 2024-2029.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to add the projects listed in DRPT Appendix A to the Program for FY 2024-2029.

Results, if Approved: If the resolution is approved, the projects listed in DRPT Appendix A will be added to the Program for FY 2024-2029.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None.

Appendix A: DRPT FY2024-FY2029 SYIP Project Updates for Federal Discretionary Match

SYIP Updates: Federal Discretionary Match

Grantee	Project	Total Project Cost	Federal Award	Proposed DRPT Match	Proposed Local Match
DASH	Battery-Electric Bus Transition	\$28,783,000	\$23,984,700	\$3,925,640	\$872,660
Loudoun County	Compressed Natural Gas Bus Transition	\$15,904,954	\$13,880,910	\$1,678,944	\$345,100
Hampton Roads Transit	Southside Maintenance Facility Replacement	\$31,250,000	\$25,000,000	\$5,625,000	\$625,000
DRPT	Rural Transit Agency Bus Replacements	\$5,862,511	\$4,690,009	\$1,055,252	\$117,250
			\$67,555,619	\$12,284,836	\$1,960,010
Balance to be added to SYIP – Federal Discretionary Match				\$6,346,834	
*Approved SYIP has \$5,938,002 imatching funds currently					



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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Agenda item # 2

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By: Action:

Title: Rail Industrial Access – Carolina Ave LLC

WHEREAS, funding is provided by the General Assembly for Industrial, Airport, and Rail Access projects (RIA); and

WHEREAS, Section 33.2-1600 of the *Code of Virginia* declares it to be in the public interest that access railroad tracks and facilities be constructed to certain industrial commercial sites where rail freight service is or may be needed by new or substantially expanded industry; and

WHEREAS, Liberty Property Limited Partnership submitted an application for RIA grant funds in the amount of \$336,890 toward the replacement of approximately 1,400 crossties to rehabilitate an existing 4,000-foot spur to serve its facility in the County of Henrico, Virginia (Project); and

WHEREAS, the Department of Rail and Public Transportation (DRPT) evaluated the Project in accordance with the Commonwealth Transportation Board's (Board) Rail Industrial Access (RIA) Policy and, because the Project scores 50 points, has recommended its approval; and

WHEREAS, the County of Henrico, Virginia has, by resolution dated April 24, 2023, shown support for the application for RIA funds by Liberty Property Limited Partnership for use at its facility located in the County of Henrico; and

WHEREAS, in July, 2023, Liberty Property Limited Partnership sold its County of Henrico facility to Carolina Ave LLC who has agreed to replace Liberty Property Limited Partnership as the applicant for this Project and assume all the requisite responsibilities; and

WHEREAS, Buckingham Branch Railroad, by letter dated December 1, 2022, has indicated its support for the Project and has agreed to serve the facility; and

WHEREAS, the funding request falls within the intent of Section 33.2-1600 of the *Code of Virginia*, and because the Project is in accordance with the provisions of the Board's Policy on the use of Industrial Access Railroad Track funds, funding may be allocated to this project; and

WHEREAS, the Board believes that this project is for the common good of a region of the Commonwealth and serves a public purpose.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves that \$336,890 of the RIA Fund be provided to replace approximately 1,400 crossties to rehabilitate an existing 4,000-foot spur subject to the following requirements:

1. All necessary right of way and utility adjustments must be provided at no cost to the Commonwealth;
2. All costs above the \$336,890 RIA grant must be borne by Carolina Ave LLC or sources other than those administered by DRPT;
3. Execution of an agreement acceptable to the Director of DRPT; and
4. Execution of a contractual commitment by Carolina Ave LLC to maintain the track and make repayment of any costs related to the future relocation or removal of such track and facilities, in form acceptable to the Director of DRPT.

####

CTB Decision Brief
Rail Industrial Access Applicant
Location: County of Henrico, Virginia
Carolina Ave LLC

Summary: Liberty Property Limited Partnership submitted an application for Rail Industrial Access grant funds in the amount of \$336,890 to rehabilitate a rail spur at its County of Henrico facility. Liberty Property applied on behalf of its leasee, TemperPack Technologies, Inc.. TemperPack is a manufacturer of sustainable cold-chain packaging products. The spur will be used for incoming raw material from the Midwest. In July 2023, Liberty Property Limited Partnership sold its Henrico facility to Carolina Ave LLC who has agreed to replace Liberty Property Limited Partnership as the applicant for this Rail Industrial Access project and assume all the requisite responsibilities.

DRPT has evaluated the project in accordance with the CTB's Rail Industrial Access policy. The project scores 50 points. Projects must reach a 50-point threshold to receive a recommendation by DRPT staff. For this project:

- The Applicant plans 101 new rail cars annually.
- The minimum threshold for carloads is 101 carloads annually.
- The Applicant commits to 5 new jobs.
- Rail access at this location will also secure employment for TemperPack's current 300 employees.
- The Applicant's rehabilitated 4,000-foot rail spur will divert approximately 343 trucks from Virginia highways per year.
- The total capital investment in the facility is estimated at \$3.175M.
- The total railroad track construction cost is estimated at \$571,000.
- The Applicant is contributing a 41% match toward rail costs. Minimum match for RIA is 30%.
- There will be a claw-back provision in the grant Agreement for failure to meet performance requirements based on the CTB adopted program performance policies.

Source of State Funds: FY 2024 Industrial, Airport, and Rail Access Fund

Recommendation: In accordance with the CTB Rail Industrial Access policy, DRPT recommends the Board approve the project.

Action Required by CTB: CTB policy for Rail Industrial Access requires Board action on the resolution.

Options: Approve, Deny, or Defer



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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Chairperson

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Agenda item # 10

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

MOTION

Made By: Seconded by:

Action:

Title: Policy for the Implementation of the Transit Ridership Incentive Program

WHEREAS, Section §33.2-1526.3 of the *Code of Virginia* was passed by the Virginia General Assembly in the 2020 legislative session to establish the Transit Ridership Incentive Program (TRIP) as part of the Omnibus Transportation Bill; and

WHEREAS, TRIP was created to promote improved regional transit service in urbanized areas of the Commonwealth (with an urban population in excess of 100,000) and to reduce barriers to transit use for low-income individuals; and

WHEREAS, HB 2338/ SB 1326 was passed in the 2023 General Assembly to expand funding eligibility to include two additional project types: improvements to the accessibility of transit bus passenger facilities and efforts to improve crime prevention and public safety for transit passengers, operators, and employees; and

WHEREAS, the Department of Rail and Public Transportation (DRPT) has developed guidelines for the additional eligible project types and recommended improvements to the existing policy; and

NOW THEREFORE BE IT RESOLVED, the Commonwealth Transportation Board (Board) hereby adopts the following policy to govern the structure and prioritization of projects for TRIP Regional Connectivity funding pursuant to §33.2-1526.3 of the *Code of Virginia*:

1. For the purposes of review and prioritization, TRIP Regional Connectivity projects will be classified into the following four eligible project types: i) the improvement and expansion of routes with regional significance; ii) the implementation of integrated fare collection; iii) the development and implementation of regional subsidy allocation models; and iv) the establishment of bus-only lanes on routes of regional significance.

2. The following entities are eligible for TRIP Regional Connectivity funding: i) public transit providers that serve a Metropolitan Statistical Area (MSA) exceeding a population of 100,000 and receive state operating assistance pursuant to 33.2-1526.1 D 1 or; ii) Metropolitan Planning Organizations (MPOs), Planning District Commissions (PDCs), and other statewide or regional bodies that serve a MSA exceeding a population of 100,000.
3. The Commonwealth recognizes the need for both state and local funding commitments to establish transit services. Therefore, TRIP regional connectivity funding can be applied to a project for a *maximum of five years* with the state share decreasing over time. Projects may be eligible for funding beyond the initial five-year commitment based on performance and availability of funding.
4. Candidate TRIP projects should be supported by planning, either at the regional or corridor level, that documents the regional travel demand and establishes an operational approach to serve regional travel needs, including congestion mitigation.
5. Per subdivision C of §33.2-1526.3 of the *Code of Virginia*, TRIP Regional Connectivity funds will be distributed based on a five-year rolling average, ensuring that each region receives their proportionate share over the five-year period.
6. Agencies awarded TRIP Regional Connectivity funding will report quarterly on project progress toward attaining established project goals and performance metrics.
7. A project that has been selected for TRIP funding must be rescored and the funding decision reevaluated if there are significant changes to either the scope or cost of the project.
8. Projects that are interregional or have statewide significance may be eligible for TRIP funding if they demonstrate fulfillment of unmet regional, interregional, or statewide travel needs as determined by the DRPT Director.
9. Selected projects may be eligible for continuation upon expiration of the initial pilot. Decisions to extend funding will be based on availability of funding and project performance.

BE IT FURTHER RESOLVED, the Commonwealth Transportation Board hereby adopts the following policy to govern the structure, scoring, and prioritization of projects for TRIP Zero and Reduced Fare funding pursuant to §33.2-1526.3 of the *Code of Virginia*.

1. For the purposes of review and prioritization, TRIP Zero and Reduced Fare projects will be classified into the following four eligible types: i) the provision of subsidized or fully free passes to low-income populations; ii) the elimination of fares on high-capacity corridors, establishing 'zero fare zones' (net fares, less the cost of fare collection); iii) the deployment of an entirely zero fare system (net fare, less the cost of fare collection); and iv) fare policy planning.

2. The following entities are eligible for TRIP Zero and Reduced Fare funding: i) public transit providers who receive state operating assistance pursuant to 33.2-1526.1 D 1 or; ii) Metropolitan Planning Organizations (MPOs), Planning District Commissions (PDCs), and other statewide or regional bodies.
3. Applications focused on the provision of zero fare corridors, or zero fare systems should be submitted by the organization providing the service.
4. The Commonwealth recognizes the need for both state and local funding commitments to establish transit services. Therefore, TRIP Zero and Reduced Fare funding can be applied to a project for *a maximum of three years*. For multi-year projects, the state's contribution would decrease, and the local share would increase over the funding period.
5. Successfully enacting system-wide zero fare operations rely on a strong financial commitment from the service provider and its community. To ensure the success of these projects, all system-wide zero fare applicants must commit to an additional year of operation beyond the project agreement with DRPT where the funding recipient provides one hundred percent (100%) of project expenses.
6. Projects prioritized for funding should be supported by planning, either at the regional or corridor level that documents an evaluation of fare policies and establishes an approach to meet community needs through the implementation of new fare policies.
7. In order to appropriately measure the performance of selected projects and to ensure proper reporting, funding recipients will report quarterly on project progress to DRPT.
8. A project that has been selected for TRIP funding must be rescored and the funding decision reevaluated if there are significant changes to either the scope or cost of the project.

BE IT FURTHER RESOLVED, the Commonwealth Transportation Board hereby adopts the following policy to govern the structure, scoring, and prioritization of projects for TRIP Passenger Amenities and Facilities funding pursuant to §33.2-1526.3 of the Code of Virginia.

1. For the purpose of review and prioritization, TRIP Passenger Amenities and Facilities projects will be classified into the following four eligible project types: i) improvements to existing bus stops; ii) addition of new bus stops; iii) improvements to other passenger facilities; and iv) bus stop or passenger facility planning.
2. The following entities are eligible for TRIP Passenger Amenities and Facilities funding: i) public transit providers that receive state operating assistance pursuant to 33.2-1526.1 D 1 or; ii) local governments, Metropolitan Planning Organizations (MPOs), Planning District Commissions (PDCs), and other statewide or regional bodies.

3. Projects prioritized for funding should be supported by planning, either at the regional or corridor level that documents an evaluation of passenger amenities and establishes an approach to improve the transit experience through the implementation of facility and amenity improvements.
4. In order to appropriately gauge the progress of these projects and to ensure proper reporting, funding recipients will report quarterly on project progress to DRPT.
5. A project that has been selected for TRIP funding must be rescored and the funding decision reevaluated if there are significant changes to either the scope, timeline or the cost of the project.

BE IT FURTHER RESOLVED, the Commonwealth Transportation Board hereby adopts the following policy to govern the structure, scoring, and prioritization of projects for TRIP Crime Prevention and Public Safety funding pursuant to §33.2-1526.3 of the Code of Virginia.

1. For the purpose of review and prioritization, TRIP Crime Prevention and Public Safety projects will be classified into the following three eligible project types: i) public safety equipment; ii) public safety planning; and iii) public safety programming and training.
2. The following entities are eligible for TRIP Crime Prevention and Public Safety funding: i) public transit providers whom receive state operating assistance pursuant to 33.2-1526.1 D 1 or; ii) Metropolitan Planning Organizations (MPO), Planning District Commissions (PDCs), and other statewide or regional bodies.
3. In order to appropriately gauge the progress of these projects and to ensure proper reporting, funding recipients will report quarterly on project progress to DRPT.
4. A project that has been selected for TRIP funding must be rescored and the funding decision reevaluated if there are significant changes to either the scope or the cost of the project.

WHEREAS, the table below depicts how the four eligible TRIP project categories; Regional Connectivity, Zero and Reduced Fare, Crime Prevention and Public Safety, and Passenger Amenities and Facilities will be evaluated.

1. Applications will be evaluated using a methodological approach that considers four key criteria that correspond to the previously defined TRIP goals. The criteria are divided into two overall categories: service-related criteria and non-service-related criteria.
2. For service-related criteria, the level of impact (high, medium, low and no impact) is determined based on each project type's predetermined ability to address the defined TRIP goals. The maximum score for this category is 30, 10 points for each criterion; impact on

ridership, impact on accessibility, and impact on customer experience. For these 3 criteria, projects will automatically receive the noted ‘impact level’ in the above table. The points associated with the ‘impact level’ can be found below:

Impact Level (Service-Related Criteria)	Default Score
High Impact	10 Points
Medium Impact	7 Points
Low Impact	3 Points
No Impact	No Points

3. For non-service-related criteria, applications will be evaluated through a review of supporting documentation, as well as an assessment of the quality and the completeness of the application submitted. The maximum score for this category is 10. Projects will receive points in this category based on the presence, and the quality, of the following components:
 - Strong, demonstrated local commitment
 - Appropriate level of planning
 - Quality of supporting documentation
 - Implementation timeline
 - Projected outcome of project

4. Funding decisions will be based on total score from both categories. Recommendations will be made within each project type, relative to the applications received in the given cycle. All funding recommendations will be made in accordance with the funding constraints provided in §33.2-1526.3 of the Code of Virginia.

Resolution of the Board
 Policy for the Implementation of the Transit Ridership Incentive Program
 September 20, 2023
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TRIP Project Category	Eligible Project Type	Service Related Criteria				Non-Service Related Criteria	Total Potential Points (max)
		Impact on Ridership	Impact on Accessibility	Impact on Customer Experience	Total Service Related Points	Project Readiness and Scope	
Regional Connectivity	New regional route	High Impact	High Impact	High Impact	30	0 – 10 points	40
	Improvements to existing regional route	High Impact	High Impact	Medium Impact	27	0 – 10 points	37
	Integrated Fare Collection	Low Impact	Medium Impact	High Impact	20	0 – 10 points	30
	Financing Subsidy Model	Low Impact	No Impact	Medium Impact	10	0 – 10 points	20
Zero and Reduced Fare	Systemwide Zero Fare Project	High Impact	High Impact	High Impact	30	0 – 10 points	40
	Development or Improvement of Zero Fare Zone	Medium Impact	High Impact	Medium Impact	24	0 – 10 points	34
	Zero Fare Passes	Medium Impact	High Impact	Low Impact	20	0 – 10 points	30
	Reduced Fare Passes	Medium Impact	High Impact	Low Impact	20	0 – 10 points	30
	Fare Evaluation and Transition Planning	Medium Impact	Medium Impact	Low Impact	17	0 – 10 points	27
Crime Prevention and Public Safety	Safety Equipment	Medium Impact	Medium Impact	High Impact	24	0 – 10 points	34
	Safety Programming and Training	Low Impact	Medium Impact	High Impact	20	0 – 10 points	30
	Safety Planning	Low Impact	Low Impact	Medium Impact	13	0 – 10 points	23
Passenger Amenities and Facilities	Improvements to existing bus stops	Medium Impact	High Impact	High Impact	27	0 – 10 points	37
	Improvements to other passenger facilities	Medium Impact	High Impact	High Impact	27	0 – 10 points	37
	Addition of new bus stops	Medium Impact	Medium Impact	Medium Impact	21	0 – 10 points	31
	Passenger Facility Planning	Low Impact	Medium Impact	Low Impact	13	0 - 10 points	23

BE IT FURTHER RESOLVED, the methodology may continue to evolve and improve based upon advances in technology, data collection, and reporting tools, and to the extent that any such improvements modify or affect the policy set forth herein they shall be brought to the Board for review and approval in addition to the five-year requirement for the Board to review the guidelines.

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, 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 five years, in consultation with transit agencies, metropolitan planning organizations, and local governments prior to making recommendations to the Commonwealth Transportation Board.

BE IT FURTHER RESOLVED, that all versions of the Policy for the Implementation of the Transit Ridership Incentive Program approved by the Board prior to this action are superseded by this revised policy and are hereby rescinded.

#####

CTB Decision Brief
Policy for the Implementation of the Transit Ridership Incentive Program

Issue: HB 1414 was passed during the 2020 General Assembly Session. This legislation provided dedicated funding to the creation of the Transit Ridership Incentive Program. Originally, this program funded two project types: regional connectivity and zero and reduced fare. HB 2338/ SB 1326 was passed in the 2023 General Assembly Session. This bill dedicated TRIP funding to two additional project types: improvements to bus amenities and passenger facilities and efforts to increase crime prevention and public safety. This policy provides the framework for the implementation of the additional project types, including eligibility requirements and evaluation criteria. Further, this policy proposes improvements to the existing TRIP policy to strengthen project evaluation and improve program administration.

Facts: Section 33.2-1526.1 *of the Code of Virginia* establishes that six percent of the Commonwealth Mass Transit Fund must be allocated to the Transit Ridership Incentive Program. Section 33.2-1526.3 of the Code stipulates that the Department of Rail and Public Transportation shall develop guidelines for the program, pursuant to the regulations provided in the legislation and subject to the approval of the Commonwealth Transportation Board. Section 33.2-1526.3 also establishes that a maximum of 30% of TRIP funding can go towards improving the accessibility of transit bus passenger facilities and efforts to improve crime prevention and public safety for transit passengers, operators, and employees.

The CTB was briefed on this effort and the policy was made available for public comment for 30 days. DRPT received no public comments.

Recommendation: DRPT recommends that the CTB approve the Policy for the Implementation of the Transit Ridership Incentive Program (TRIP)

Action Required by CTB: Approve the Policy for the Implementation of the Transit Ridership Incentive Program (TRIP).

Options: Approve, Deny, or Defer



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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Agenda Item # 11

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By:

Action:

Title: Policy and Guidelines for Implementation of Funding for the Virginia Railway Express (VRE)

WHEREAS, the Commonwealth Transportation Board (CTB), the Northern Virginia Transportation Commission (NVTC), and the Potomac and Rappahannock Transportation Commission (PRTC) are mutually interested in the success of the Virginia Railway Express (VRE); and

WHEREAS, VRE was established to provide commuter-oriented rail service from the Northern Virginia suburbs to Alexandria, Crystal City, and downtown Washington, D.C., along the I-66 and I-95 corridors; and

WHEREAS, NVTC and PRTC jointly own VRE; and

WHEREAS, NVTC was established to manage and control the functions, affairs, and property of the Northern Virginia Transportation District, and PRTC is a multi-jurisdictional agency representing Prince William, Spotsylvania and Stafford Counties and the cities of Manassas, Manassas Park and Fredericksburg; and

WHEREAS, Section 33.2-1526.1 (D)(3) of the *Code of Virginia*, pursuant to the 2023 Virginia Acts of Assembly, restructures the Commonwealth Mass Transit Fund so that up to 3.5 percent of its funds may be annually allocated to NVTC for distribution to VRE for capital purposes and operating assistance; and

WHEREAS, Section 33.21-1526.1 (D)(3) of the *Code of Virginia* directs the Board to establish service delivery factors to determine the amount of funds delivered annually to VRE; and

WHEREAS, Section 33.2-1526.1(D)(3) of the *Code of Virginia* directs any funds not delivered to VRE to be used for statewide transit capital purposes as outlined in Section 33.2-1526.1 (D)(2) of the *Code of Virginia*; and

WHEREAS, the 2023 Virginia Acts of Assembly requires the Commonwealth Transportation Board to withhold funding available to VRE pursuant to Section 33.2-1526.1(O) of the *Code of Virginia* Allocation under the following conditions: beginning in Fiscal Year 2024, the CTB shall withhold 20 percent of the funds available each year unless VRE submits a detailed annual operating budget and any proposed capital expenditures and projects for the following fiscal year by February 1 of each year; and

WHEREAS, it is in the best interest of the CTB, NVTC, and PRTC to ensure that VRE receives the full allocation of funding from the Commonwealth Mass Transit Fund.

NOW THEREFORE LET IT BE 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.

BE IT FURTHER RESOLVED that the Board hereby adopts the following policy to govern future Board decisions related to funding for VRE as enacted by the General Assembly of Virginia in 2023:

Service Delivery Factors

The CTB shall use the following service delivery factors, which are divided into three categories, to determine the amount of funds delivered to VRE annually from the 3.5 percent of annual revenues for capital and operating expenses.

1. Ridership:
 - a. Annual Change in Ridership: percentage change in Unlinked Passenger Trips year-to-year.
 - b. Annual Change in Passengers Per Mile: percentage change in Unlinked Passenger Trips divided by Vehicle Revenue Miles year-to-year.
2. Cost Efficiency
 - a. Cost Per Passenger: Audited Operating Expense (from previous fiscal year) divided by Ridership.
3. System Reliability and Safety
 - a. On-time performance: annual percentage of trains arriving at their destination within five minutes of the schedule.
 - b. Mean Distance between Major Mechanical Failures: annual vehicle revenue miles divided by number of major mechanical failures compared year-to-year.
 - c. Fatalities and Injuries: annual number of preventable fatalities and injuries.

Submission of a Detailed Annual Operating Budget

1. The CTB shall withhold funding if VRE has not prepared and submitted a detailed annual operating budget and any proposed capital expenditures and projects for the following fiscal year to the CTB by February 1 of each year.
2. The annual operating budget submitted by VRE to the CTB shall include information on expenditures, indebtedness, pensions, and other liabilities, and other information as prescribed by the CTB.

Resolution of Withholding of Funds

1. The CTB will release any withheld funding upon approval or implementation of an approved mitigation action.
2. The CTB will determine what constitutes an approved mitigation action.
3. The CTB shall retain as a penalty any funding withheld during a fiscal year in response to a violation for which there is no mitigation.

Additional Considerations

1. The CTB, DRPT, VRE, the NVTC, and the PRTC shall proactively collaborate to avoid activities that would require the CTB to withhold funding.
2. VRE shall submit the documents required to demonstrate compliance to DRPT by the deadlines specified. DRPT will analyze the information received from VRE and present to the CTB, in April of each year, a recommendation on enforcement actions, if any, that are required to be taken under this policy.
3. The CTB reserves the right to approve exceptions to this policy at any time in response to special or extraordinary circumstances.
4. Given that the condition of the VRE system may change over time, the CTB will consider revisions and/or updates to these guidelines at least every two years.

#####

CTB Decision Brief

Title: Policy and Guidelines for Implementation of Funding for the Virginia Railway Express (VRE)

Issue: The 2023 Virginia Acts of Assembly require the CTB to withhold funding available to VRE pursuant to Section 33.2-1526.1(O) under certain conditions. DRPT's recommendations for changes to the policy were reviewed with the CTB at its Workshop on July 18, 2023

Facts: DRPT recommends adopting a policy resulting from legislation approved during the 2023 General Assembly. The 2023 General Assembly approved HB 1496 and SB 1079, that restructures the Commonwealth Mass Transit Fund so that up to 3.5 percent of its funds may be annually allocated to NVTC for distribution to VRE for capital purposes and operating assistance. The exact amount is determined using service delivery factors. The CTB can withhold funds from VRE if it does not submit a detailed annual operating budget and proposed capital expenditures and projects for the following fiscal year to the CTB by February 1 of each year. DRPT worked collaboratively with NVTC, PRTC, and VRE on the policy.

Recommendation: DRPT recommends that the CTB approve the Policy and Guidelines for Implementation of Funding for VRE.

Action Required by CTB: Approval of the attached resolution updating the Policy and Guidelines for Implementation of Funding for VRE.

Options: Approve, Deny or Defer.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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Agenda item # 12

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By:

Action:

Title: Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA)

WHEREAS, the Commonwealth Transportation Board (CTB), the Northern Virginia Transportation Commission (NVTC), and the jurisdictions that comprise the NVTC, who provide local funding and receive transit service from the Washington Metropolitan Area Transit Authority (WMATA), are mutually interested in the success of the WMATA; and

WHEREAS, WMATA was established pursuant to an interstate compact between Virginia, Maryland, and the District of Columbia to operate a regional mass transit system in the Washington, D.C. metropolitan area; and

WHEREAS, NVTC was founded in part to represent the interests of the Commonwealth of Virginia during the establishment of WMATA; and

WHEREAS, NVTC's member jurisdictions — the cities of Alexandria, Falls Church, and Fairfax and the counties of Arlington, Fairfax, and Loudoun — are the current WMATA Compact funding partners; and

WHEREAS, Section 33.2-1936 of the *Code of Virginia* establishes that the Northern Virginia Transportation District has unique needs and that the operation of the rapid heavy rail mass transportation system and the bus mass transportation system by WMATA provides particular and substantial benefit to the persons living, traveling, commuting, and working in the localities embraced by the NVTC; and

WHEREAS, Section 33.2-3401 of the *Code of Virginia*, pursuant to Chapter 854 of the 2018 Virginia Acts of Assembly, established a WMATA Capital Fund to provide Virginia's agreed upon share of regional dedicated capital funding to WMATA; and

WHEREAS, Section 33.2-1526.1 of the *Code of Virginia* allocates 46.5 percent of the Commonwealth Mass Transit Fund to NVTC for distribution to WMATA on behalf of its local jurisdictions for capital purposes and operating assistance ("Commonwealth Mass Transit Fund WMATA Allocation"), as determined by NVTC; and

WHEREAS, the Commonwealth Mass Transit Fund WMATA allocation cannot exceed 50 percent of the total WMATA operating and capital assistance required from the WMATA Compact funding partners from Virginia; and

WHEREAS, the enactment clauses of Chapter 854 of the 2018 and Chapter 363 of the 2023 Virginia Acts of Assembly requires the Commonwealth Transportation Board to withhold funding available to WMATA pursuant to Section 33.2-1526.1(D)(4) of the *Code of Virginia* Allocation under the following conditions:

1. Section 33.2-1526.1(K) requires that, in any year that the total Virginia operating assistance in the approved WMATA budget increases by more than 3 percent from the total operating assistance in the prior year's approved WMATA budget, the Board shall withhold an amount equal to 35 percent of the funds available. The following items shall not be included in the calculation of any WMATA budget increase: (i) any service, equipment, or facility that is required by any applicable law, rule, or regulation; (ii) any capital project approved by the WMATA Board before or after the effective date of this provision; and (iii) any payments or obligations of any kind arising from or related to legal disputes or proceedings between or among WMATA and any other person or entity.
2. Section 33.2-1526.1(L) requires the CTB shall withhold 20 percent of the funds available if (i) any alternate directors participate or take action at an official WMATA Board meeting or committee meeting as Board directors for a WMATA compact member when both directors appointed by that same WMATA Compact member are present at the WMATA Board meeting or committee meeting or (ii) the WMATA Board of Directors has not adopted bylaws that would prohibit such participation by alternate directors.
3. Section 33.2-1526.1(M) requires that the CTB shall withhold 20 percent of the funds available each year unless (i) WMATA has adopted a detailed capital improvement program covering the current fiscal year and, at a minimum, the next five fiscal years, and at least one public hearing on such capital improvement program has been held in a locality embraced by the NVTC; and (ii) WMATA has adopted or updated a strategic plan within the preceding 36 months, and at least one public hearing on such plan or updated plan has been held in a locality embraced by the NVTC.

Resolution of the Board

Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA)

September 20, 2023

Page 3 of 7

4. Section 33.2-1526.1(N) requires that the CTB shall withhold 20 percent of the funds available each year unless (i) WMATA has prepared and submitted a detailed proposed annual operating budget and any proposed capital expenditures and projects for the following fiscal year to the CTB by April 1; and (ii) the Commonwealth's and NVTC's principal representatives to the WMATA Board and the WMATA General Manager annually address the CTB regarding the WMATA budget, system performance, and utilization of the Commonwealth's investment in the WMATA system.

WHEREAS, it is in the best interest of the CTB, NVTC, and the jurisdictions that are WMATA Compact funding partners to ensure that WMATA receives the full allocation of funding from the Commonwealth Mass Transit Fund that is distributed by the NVTC on behalf of its jurisdictions; and

NOW THEREFORE, BE IT RESOLVED that the Board hereby adopts the following policy and guidelines to govern future Board decisions related to the Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority enacted by the General Assembly of Virginia in 2018:

3% Cap on Growth in Total Virginia Operating Assistance (33.2-1526.1(K))

1. The CTB shall withhold funding if the total operating subsidy for Virginia in the current year approved WMATA budget increases (effective July 1) by more than three percent over the prior year approved WMATA budget (as of June 30).
2. The following items shall not be included in the calculation of any WMATA budget increase:
 - a. Any service, equipment, or facility that is required by any applicable law, rule, or regulation including, but not limited to, compliance with any safety directives to WMATA issued by the Metrorail Safety Commission (MSC), the Federal Transit Administration (FTA), the National Transportation Safety Board (NTSB) or any other relevant safety oversight agency; actions taken to comply with the Americans with Disabilities Act (ADA); and actions taken to comply with Title VI requirements.
 - b. Any major capital project approved by the WMATA Board before or after the effective date of this provision, including operating subsidy increases related to major capital projects that improve WMATA's state of good repair, support a major system expansion project and respond to service disruptions caused by implementation of approved capital projects to address state of good repair needs or from emergency system shutdowns.

- c. Any payments or obligations of any kind arising from or related to legal disputes or proceedings between or among WMATA and any other person or entity. This exclusion is not intended for expenses related to the day-to-day operations of WMATA's legal department.
 - d. Any service increases approved by the WMATA Board pursuant to Section 33.2-1526.1(J) of the *Code of Virginia*.
 - e. Operating subsidies for specific WMATA transit services that are funded in whole by one or more WMATA member jurisdictions and/or from other non-WMATA funding sources.
 - f. Regularly scheduled adjustments of the inputs to the regional subsidy allocation formulas by WMATA.
3. WMATA shall provide a written notification to the CTB no later than July 1 of each year of the annual growth in total Virginia operating assistance, including a detailed description of the costs contributing to the increased operating subsidy and a year over year comparison of such costs. WMATA shall also provide a detailed description and justification of costs considered exempt from the calculation of the annual growth rate in operating subsidy. The written notification shall include sufficient documentation to allow the CTB to perform its own verification of the annual growth rate and amount of total Virginia operating assistance.
 4. By July 1 of each year, WMATA shall notify the CTB if it is scheduled or plans to adjust the regional subsidy allocation formulas in the budget to be proposed for the next fiscal year.

Participation by Alternate Directors of the WMATA Board (Section 33.2-1526.1(L))

1. The CTB shall withhold funding if the WMATA Board of Directors has not adopted bylaws that prohibit the participation of alternate directors specified in clause (ii) of Section 33.2-1526.1(L).
2. When determining whether to withhold funding in response to an action taken by an alternate director that is prohibited by Section 33.2-1526.1(L), the CTB shall consider the following as prohibited activities by alternate directors at an official WMATA Board or committee meeting (unless the alternate director is acting in the absence of a Board director who serves on the committee): (i) participating in the discussion among Board directors; (ii) making or seconding a motion; (iii) voting on motions, resolutions or other Board actions; (iv) being counted toward the required quorum; (v) attendance or participation in any Executive Session of the WMATA Board or its committees; (vi) any action in violation of WMATA Bylaws in regards to the activities of alternate directors. Attendance by alternate directors at official WMATA Board or committee

meetings, excluding Executive Sessions, shall not be a basis for withholding funding, nor shall the provision of information or reports to directors at a WMATA committee meeting in response to a request to do so by the director chairing the committee meeting.

3. WMATA shall provide a written notification to the CTB by July 1 of each year that it has adopted bylaws that prohibit the participation of alternate directors specified in clause (ii) of Section 33.2-1526.1(L) and that no violations of the bylaws by alternate directors have occurred during the previous year.
4. WMATA shall immediately notify the CTB in writing if a violation of its bylaws by an alternate director or some other action prohibited by this CTB policy occurs.

Adoption of a Detailed Capital Improvement Program (Section 33.2-1526.1(M))

1. The CTB shall withhold funding if:
 - a. WMATA has not annually adopted or updated by July 1 of each year a detailed capital improvement program covering the current fiscal year and the next five fiscal years, including projections of funding sources and uses for the six-year period.
 - b. WMATA has not annually held by July 1 of each year at least one public hearing on such capital improvement program held in a locality embraced by the NVTC.
2. WMATA shall provide a written notification to the CTB by July 1 of each year that it has: (i) adopted a capital improvement program that complies with the above requirements; and (ii) held a public hearing on the capital improvement program in a locality embraced by the NVTC.

Adoption or Update of a Strategic Plan (Section 33.2-1526.1(M))

1. The CTB shall withhold funding if:
 - a. the WMATA Board has not adopted or updated a strategic plan within the preceding 36 months. After submission of the first strategic plan, WMATA must submit updated plans every 3 years thereafter.
 - b. WMATA has not held at least one public hearing on such strategic plan held in a locality embraced by the NVTC.

2. WMATA's strategic plan shall include the following five components: (a) an assessment of state of good repair needs; (b) a review of the performance of fixed-route bus service; (c) an evaluation of the opportunities to improve operating efficiency of the transit network; (d) an examination and identification of opportunities to share services where multiple transit providers' services overlap; and (e) an examination of opportunities to improve service in underserved areas.
3. WMATA shall provide a written notification to the CTB by July 1 of the year of any strategic plan update that it has: (i) adopted or updated a strategic plan that complies with the above requirements; and (ii) held a public hearing on the strategic plan or strategic plan update in a locality embraced by the NVTC.

Submission of a Detail Annual Operating Budget and Capital Expenditures and Projects (Section 33.2-1526.1(N))

1. The CTB shall withhold funding if:
 - a. WMATA has not prepared and submitted a detailed proposed annual operating budget and any proposed capital expenditures and projects for the following fiscal year to the CTB by April 1 of each year.
 - b. The Commonwealth's and NVTC's principal representatives to the WMATA Board and the WMATA General Manager fail to annually address the CTB regarding the WMATA budget, system performance, and utilization of the Commonwealth's investment in the WMATA system.
2. The proposed annual operating budget submitted by WMATA to the CTB shall include information on expenditures, indebtedness, pensions, and other liabilities, and other information as prescribed by the CTB. The budget submission shall also include the audited financial statements for each defined-benefit pension plan to which WMATA contributes for the previous fiscal year, presented in accordance with the Governmental Accounting Standards Board (GASB) Statement Number 67.

Resolution of Withholding of Funds

1. The CTB will release any withheld funding upon approval or implementation of an approved mitigation action. The CTB will determine what constitutes an approved mitigation action, except that approval by the WMATA Board of a budget amendment reducing the amount of annual operating assistance required by Virginia to no more than 3 percent greater than the prior year shall be considered an approved mitigation action for a violation of the restriction related to the 3 percent cap on growth in Virginia operating assistance.

2. The CTB shall retain as a penalty any funding withheld during a fiscal year in response to a violation for which there is no mitigation.

Additional Considerations

1. The CTB, DRPT, WMATA, the NVTC, and NVTC's member jurisdictions shall proactively collaborate to avoid activities that would require the CTB to withhold funding.
2. WMATA shall submit the documents required to demonstrate compliance to DRPT by the deadlines specified. DRPT will analyze the information received from WMATA and present to the CTB, in September of each year, a recommendation on enforcement actions, if any, that are required to be taken by this policy.
3. DRPT will provide regular reports to the CTB on observations related to compliance with this policy throughout the year.
4. After December 15 of each year, the NVTC shall present to the CTB the findings included in its report on the performance and condition of WMATA required under Section 33.2-3403 of the *Code of Virginia*.
5. The CTB reserves the right to approve exceptions to this policy at any time in response to special or extraordinary circumstances.
6. Given that the condition of the WMATA system may change over time, the CTB will consider revisions and/or updates to these guidelines at least every two years.

BE IT FURTHER RESOLVED, that all versions of the Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA) approved by the Board prior to this action are superseded by this revised policy and are hereby rescinded.

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CTB Decision Brief

Title: Update to Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA)

Issue: Section 33.2-1526.1 (K), (L), (M), and (N) require the CTB to withhold funding available to WMATA pursuant to Section 33.2-1526.1(D)(3) under certain conditions. The CTB approved the Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA) CTB on September 18, 2018. DRPT's recommendations for changes to the policy were reviewed with the CTB at its Workshop on July 18, 2023.

Facts: DRPT recommends changes to the policy resulting from legislation approved during the 2023 General Assembly as well as another minor clarifications resulting from the start of operations of Phase 2 of the Silver Line. The 2023 General Assembly approved HB 1496 and SB 1079, adding additional provisions which the CTB can use to withhold funds from WMATA. The CTB can withhold funding to WMATA if WMATA does not provide a detailed operating budget to the CTB and if it specified WMATA representatives do not annually address the CTB. Additionally, DRPT recommends specifying what WMATA must include in its strategic plan by adding the same requirements that urban transit agencies in Virginia must follow. DRPT worked collaboratively with NVTC and WMATA on the proposed changes to the policy. DRPT is also recommending the addition of Loudoun County as a current WMATA Compact funding partner following the start of operations of Phase 2 of the Silver Line.

Recommendation: DRPT recommends that the CTB approve the updated Policy and Guidelines for Implementation of Governance and Funding Reforms for WMATA.

Action Required by CTB: Approval of the attached resolution updating the Policy and Guidelines for Implementation of Governance and Funding Reforms for WMATA.

Options: Approve, Deny or Defer.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
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Agenda item # 13

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 20, 2023

MOTION

Made By: Seconded By:

Action:

Title: Authorization for the Commissioner of Highways to Execute an Amendment to the PAFA for the Hampton Roads Bridge-Tunnel Expansion Project Between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission

WHEREAS, the Virginia Department of Transportation (“VDOT”) and the Hampton Roads Transportation Accountability Commission (“HRTAC”) have entered into that certain Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the “**HRBT Expansion Project**”), dated as of December 16, 2021, and effective as of the dates set forth therein (the “**HRBT PAFA**”); and

WHEREAS, VDOT has entered into that certain Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project, dated as of April 3, 2019 (the “**Comprehensive Agreement**”), with Hampton Roads Connector Partners (the “**Design-Builder**”); and

WHEREAS, the Design-Builder has presented to VDOT schedule updates and requests for contract adjustment time and price adjustments asserting that the planned substantial completion of the HRBT Expansion Project has been impacted by delays and the unexpected escalation of costs of various commodities; and

WHEREAS, VDOT has engaged in negotiations with the Design-Builder regarding such impacts to the planned substantial completion of the HRBT Expansion Project; and

WHEREAS, to resolve the certain outstanding matters as between VDOT and the Design-Builder and to facilitate the success of the HRBT Expansion Project and the timely completion of

Resolution of the Board

Authorization for the Commissioner of Highways to Execute an Amendment to the PAFA for the Hampton Roads Bridge-Tunnel Expansion Project Between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission

September 20, 2023

Page 2 of 2

the necessary design and construction work, VDOT intends to amend the Comprehensive Agreement (such amendment, the “**CA Amendment**”); and

WHEREAS, VDOT and HRTAC seek to modify the HRBT PAFA, substantially in the form as shown in the amendment to the HRBT PAFA attached as Exhibit A hereto, to support the successful completion of the HRBT Expansion Project, and as necessary to facilitate through a modification of the Comprehensive Agreement; and

WHEREAS, at the September 2023 Board Workshop, the Board was briefed on the status of the HRBT Expansion Project and the basis for a CA Amendment, as well as the proposed amendment to the HRBT PAFA.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and authorizes the Commissioner of Highways to: (i) execute and deliver an amendment to the HRBT PAFA, which incorporates modifications to the HRBT PAFA substantially similar to those set forth in Exhibit A hereto, with such changes and modifications deemed necessary by the Commissioner of Highways; and (ii) execute and deliver such other documents as may be necessary to implement the matters addressed in such amendment to the HRBT PAFA.

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Board Decision Brief

Authorization for Commissioner to Execute an Amendment to the PAFA for the Hampton Roads Bridge-Tunnel Expansion Project Between the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission

Issue: The Virginia Department of Transportation (“VDOT”) seeks authorization from the Commonwealth Transportation Board (the “**Board**”), pursuant to the Board’s authority under §33.2-214(C) of the Code of Virginia to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes, for the Commissioner of Highways (the “**Commissioner**”) to enter into an amendment to the HRBT PAFA (defined below) with the Hampton Roads Transportation Accountability Commission (“**HRTAC**”).

Facts: VDOT and HRTAC have entered into that certain Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the “**HRBT Expansion Project**”), dated as of December 16, 2021, and effective as of the dates set forth therein (the “**HRBT PAFA**”). VDOT has entered into that certain Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project, dated as of April 3, 2019 (the “**Comprehensive Agreement**”), with Hampton Roads Connector Partners (the “**Design-Builder**”). Under the HRBT PAFA, VDOT is responsible for the development, design, construction, and administration of the HRBT Expansion Project and HRTAC, pursuant to its authority under §§ 33.2-2600 *et seq.* of Code of Virginia, provides the primary funding for the HRBT Expansion Project (up to a defined maximum financial commitment). In order to resolve certain outstanding matters as between VDOT and the Design-Builder with respect to the ongoing design and construction of the HRBT Expansion Project, and to otherwise facilitate the success and timely completion of the design and construction work, VDOT intends to amend the Comprehensive Agreement (such amendment, the “**CA Amendment**”). VDOT has determined that it is necessary to make certain modifications to the HRBT PAFA in order for VDOT to enter into, implement, and administer the CA Amendment.

In general, such modifications to the HRBT PAFA include:

- (1) confirming HRTAC’s consent to VDOT entering into a CA Amendment;
- (2) modifying existing terms in the HRBT PAFA addressing increases to the contract price for the HRBT Expansion Project (the “**Contract Price**”) to allow for the indexing of reimbursement for specified commodities specific to the HRBT Expansion Project to certain established price indexes or other benchmarks and establishing a \$373,119,941 million cap on the aggregate amount of such increases to the Contract Price;
- (3) setting forth a commitment from HRTAC to provide \$53,812,130 in supplemental contingency funds;
- (4) setting forth a commitment from VDOT to provide \$53,812,130 in matching supplemental contingency funds, which funds are expected to be obtained from the Interstate Operations and Enhancement Program funding;
- (5) modifying terms of the PAFA, which address how VDOT and HRTAC are to proceed in the event contingency funds fall below specified thresholds, to reflect

the commitments made by HRTAC and VDOT to identify funds and discuss other potential options;

- (6) modifying the milestone dates on which the Design-Builder may earn the No Excuses Incentive Payment, or a portion thereof, to align with the terms of the CA Amendment;
- (7) confirming HRTAC's consent to VDOT's modifications of the manner by which VDOT compensates the Design-Builder to include the establishment in the CA Amendment of a "Funding Advances" system; and
- (8) addressing other outstanding work order items and certain other potential adjustments as part of the CA Amendment and confirming HRTAC's consent to same.

Recommendations: VDOT recommends that the Board authorize the Commissioner to enter into the proposed amendment to the HRBT PAFA, substantially in the form attached hereto as Exhibit A, with such changes as the Commissioner deems necessary or appropriate.

Actions Required by the Board: The Board will be presented with a resolution for a formal vote to authorize the Commissioner to: (i) enter into/execute the amendment to the HRBT PAFA, substantially in the form attached hereto as Exhibit A, with such changes as the Commissioner deems necessary or appropriate; and (ii) enter into/execute such other documents as may be necessary to implement the matters addressed such amendment to the HRBT PAFA.

Result, if Approved: VDOT would enter into the amendment to the HRBT PAFA, and the HRBT Expansion Project would continue to be funded and administered in accordance with the HRBT PAFA, as so amended.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None.

EXHIBIT A

PROPOSED AMENDMENT TO HRBT PAFA

[See attached]

**FIRST AMENDMENT TO AMENDED AND RESTATED
PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION**

This FIRST AMENDMENT TO AMENDED AND RESTATED PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION FOR THE I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT (this “**Amendment**”) is made, entered into, and effective as of [_____] [___], 2023, 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, the Commission and the Department have entered into that certain Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project (the “**Agreement**”), dated as of December 16, 2021, and effective as of the dates set forth in Section 1.02 (*Interpretation; Effective Dates*) thereof, as amended, for the Project, as identified and described in the Agreement;

WHEREAS, in order to achieve the design and construction of the Project, the Department has entered into that certain Comprehensive Agreement (the form of which is attached to the Agreement as Exhibit 8 (*Form of Comprehensive Agreement*)), dated April 3, 2019, with Hampton Roads Connector Partners (the “**Design-Builder**”);

WHEREAS, in order to resolve certain outstanding issues as between the Department and the Design-Builder with respect to the ongoing design and construction of the Project, and to otherwise facilitate timely completion of the design and construction of the Project, the Department intends to enter into that certain First Amendment to Comprehensive Agreement (the “**CA Amendment**”), the form of which is attached to this Amendment as Exhibit 8A (*Form of CA Amendment*), with the Design-Builder;

WHEREAS, the Commission and the Department each acknowledge and agree that the implementation of the CA Amendment is essential in order to achieve the design and construction of the Project;

WHEREAS, the Commission and the Department each further acknowledge and agree that certain modifications to the terms of the Agreement are necessary or otherwise desirable in order for the Department to implement and carry out the terms of the CA Amendment; and

WHEREAS, the Commission and the Department desire to amend the Agreement on the terms set forth herein to provide for the modifications necessary or otherwise desirable in order for the Department to implement and carry out the terms of the CA Amendment.

AGREEMENT

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:

1. **Definitions; Interpretation.** Each capitalized term used and not otherwise defined herein shall have the respective meaning assigned to such term in the Agreement. For the avoidance of doubt, in the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

2. **CA Amendment.** For purposes of Section 4.01(b) (*General Obligations of the Department (Delivery)*) of the Agreement, the Commission consents to the Department entering into the CA Amendment with the Design-Builder on or before [_____] [___], 2023. The final, complete form of the CA Amendment shall be in substantially the form attached hereto as Exhibit 8A (Form of CA Amendment), which the Department and the Commission expressly acknowledge and agree will, among other things, reset the Substantial Completion Deadline and the Final Completion Deadline, each referenced in Sections 4.01(d) (*General Obligations of the Department (Delivery)*) and 4.08 (*Delay Liquidated Damages and Other Damages and Recoveries*) of the Agreement. Before executing and delivering the CA Amendment, the Department shall provide the Commission with the final, complete form of the CA Amendment (including all exhibits, appendices, and attachments thereto) and shall identify all modifications to the form attached hereto as Exhibit 8A (Form of CA Amendment). The Department shall not incorporate any material modification into the final, complete form of the CA Amendment, or thereafter make any material amendment to the CA Amendment, except for any Work Order entered into in accordance with Section 4.03 (*Work Orders Increasing the Contract Price; Claims*) of the Agreement. Following execution of the CA Amendment by the Department and the Design-Builder, all references in the Agreement to “Comprehensive Agreement” shall be deemed to mean the Comprehensive Agreement, as amended by the CA Amendment.

3. **Project Budget.** The Project Budget appended to the Agreement as Exhibit 3 (*Project Budget*) is hereby amended, replaced, and otherwise superseded by the Project Budget attached hereto as Amended Exhibit 3 (Amended Project Budget).

4. **Estimated Costs and Payout Schedule.** The Estimated Costs and Payout Schedule appended to the Agreement as Exhibit 5 (*Estimated Costs and Payout Schedule*) is hereby amended, replaced, and otherwise superseded by the Estimated Costs and Payout Schedule attached hereto as Amended Exhibit 5 (Amended Estimated Costs and Payout Schedule).

5. **Contract Price Increases from Commodities Adjustments.** Exhibit 9 (*Unit Price Work and Commodity Adjustment Items*) to the Agreement, referenced primarily in Section 4.05 (*Contract Price Increases from Unit Price Work or Commodities Adjustments*) of the Agreement, is hereby amended, replaced, and otherwise superseded by Amended Exhibit 9 (Amended Unit Price Work and Commodity Adjustment Items) attached hereto; *provided, however*, that the Department shall administer any and all related adjustments in accordance with the Comprehensive Agreement, as amended by the CA Amendment, including, without limitation, (a) Sections 6 (*Adjustments to Asphalt, Fuel, and Steel*), 7 (*Adjustments to Certain Other*

Commodities), 9 (*Miscellaneous Terms Relating to Commodity Adjustments*), and 10.a (*Compensation Constraint Relating to Commodity Adjustments*) of the CA Amendment and (b) the \$373,119,941 aggregate cap set forth in the CA Amendment as the “NTE Amount” in respect of amounts paid as a result of the application of the Materials Adjustment Provisions (as defined in the CA Amendment). For the avoidance of doubt, the Department shall not increase the NTE Amount or make amendments to the CA Amendment or any of the exhibits thereto that set forth the Materials Adjustments Provisions unless, in each case, the Department obtains the Commission’s prior written consent, which may be granted, withheld, or conditioned by the Commission in its sole discretion.

6. **Amendments to Section 3.04 (Maximum Cumulative Compensation Amount under Comprehensive Agreement)**. Section 3.04 (*Maximum Cumulative Compensation Amount*) of the Agreement is hereby amended by inserting the following new subsection:

(e) The Parties acknowledge that under the CA Amendment (specifically, Exhibit 28 (*Funding Advances*) thereof), the manner by which the Department will compensate the Design-Builder is being modified to establish a system by which the Department may make “Funding Advances” (such term, and the terms “Funding Advances Account” and “Disbursement Account,” shall have the meanings given in the CA Amendment) to the Design-Builder. In consenting to the CA Amendment, the Commission consents to the establishment of such system in accordance with the terms of the CA Amendment. The Parties acknowledge and agree that while such system is in effect, in lieu of the Commission funding the Department in conformity with Subsections (a) [through (c)] of Section 3.04 (*Maximum Cumulative Compensation Amount Under Comprehensive Agreement*) and Section 5.02(a) (*Payment Requisitions*) of the Agreement, the Commission shall provide the Department the funds required to make such Funding Advances in accordance with the following: _____; *provided, however*, that _____ . If the Department suspends or terminates the Funding Advance system under the CA Amendment, then the terms of Subsections (a) [through (c)] of Section 3.04 (*Maximum Cumulative Compensation Amount Under Comprehensive Agreement*) shall apply. The Department shall take reasonable steps to ensure that the Design-Builder only uses the proceeds of any Funding Advance to pay for costs and expenses arising from or relating to undisputed elements of the Work and approved Work Orders, with priority given to the payment of Design Consultants and Subcontractors (such payments to be made by the Design-Builder in a timely manner and not later than when required under the Comprehensive Agreement). Funding Advances shall not (i) increase the Contract Price, (ii) modify the Target Earnings Schedule (as defined in the CA Amendment), or (iii) modify the Maximum Cumulative Compensation Amount. Funding Advances shall otherwise be subject to recovery or claw back from the Design-Builder pursuant to terms set forth in the Comprehensive Agreement. Any Funding Advance moneys (including any interest) recovered or clawed back from the Design-Builder or the Funding Advances Account or the Disbursement Account pursuant to the terms of the Comprehensive Agreement shall be paid to the Commission promptly and thereafter constitute Commission-Controlled Moneys available as part of the Maximum Commission Financial Commitment.

7. **Amendment to Section 3.09 (Additional Costs; Claims)**. The last sentence of Section 3.09(a) (*Additional Costs; Claims*) of the Agreement is hereby deleted in its entirety and replaced as follows:

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) identifying other funding sources; and
- (iii) terminating the Comprehensive Agreement.

8. **Amendments to Section 3.11 (Funding the South Island Trestle Bridge Replacement Work)**. The heading of Section 3.11 (*Funding the South Island Trestle Bridge Replacement Work*) is hereby amended to read as follows: “**Section 3.11 Funding the South Island Trestle Bridge Replacement Work and Reversal Work**” and Section 3.11 is hereby further amended by inserting the following new subsection:

(e) The Department shall be solely responsible for paying the costs of the Reversal Work. The Department has identified a funding source for the Reversal Work, other than Commission-Controlled Moneys (or the Aggregate Supplemental Contingency), or toll-backed financing. The Department shall procure the goods and services in respect of the Reversal Work in conformity with the terms of the Master Tolling Agreement, including, without limitation, Sections 3.01 and 3.02 thereof, and, without limiting the foregoing, in connection with contracting for such goods and services, the Department shall confer with the Commission regarding the liquidated damages (for the benefit of the Commission) that will be assessed against the applicable contractor(s) for late completion under the applicable contract(s).

9. **Amendments to Section 4.03 (Work Orders Increasing the Contract Price; Claims)**. Clauses (iii), (iv), and (v) of Section 4.03(d) (*Work Orders Increasing the Contract Price*) of the Agreement are hereby deleted in their entirety and replaced as follows:

(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 sum of (x) the amount of the Base Contingency Reserve *plus* (y) the amount of the Aggregate Supplemental Contingency;

(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 sum of (x) the amount of the Base Contingency Reserve *plus* (y) the amount of the Aggregate Supplemental Contingency; 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 Reserve shall be equal to \$0.

10. **Amendments to Section 4.04 (Intentionally Omitted)**. Section 4.04 (*Intentionally Omitted*) of the Agreement is hereby deleted in its entirety and replaced as follows:

Section 4.04 Supplemental Funding for Contingency Reserve; De-Scoped Work

The Parties acknowledge and agree as follows:

(a) As of [●], the amount of the Commission-Supported Contingency Reserve remaining is \$265,495,663 (the “**Base Contingency Reserve**”).

(b) In order to provide additional support for the Base Contingency Reserve, (i) the Commission hereby commits to provide an additional \$53,812,139 to the Commission-Supported Contingency Reserve (the “**Supplemental Commission Contingency**”) and (ii) the Department hereby commits to provide an additional \$53,812,139 to match the Supplemental Commission Contingency (the “**Supplemental Department Contingency**”) and, together with the Supplemental Commission Contingency, the “**Aggregate Supplemental Contingency**,” which, for the avoidance of doubt, equals \$107,624,278). The Aggregate Supplemental Contingency shall be used after the Base Contingency Reserve is reduced to \$0, and each time any funding for Project costs (or any Funding Advance) is required out of the Aggregate Supplemental Contingency, it shall be funded by the Commission and the Department in equal halves (i.e., 50%/50%).

(c) The rules set forth in Section 3.09 (*Additional Costs; Claims*) related to collaboration regarding solutions shall apply after (i) *first*, the funds committed pursuant to subsections (a) and (b) of this Section 4.04 (Supplemental Funding for Contingency Reserve; De-Scoped Work) have been exhausted (in that order), and (ii) *second*, the Commission has funded its entire Maximum Commission Financial Commitment (including the \$8,530,419 referenced in Section 3.08(f) (*Availability of Contingency Reserves; Tracking*)) with funds that may be legally available to it. In such event, consistent with (and without limiting) Section 3.09(a) (*Additional Costs; Claims*), as part of their collaboration to identify other funding sources that may be available to the Parties, the Parties will investigate, and coordinate efforts regarding, programs (federal, state, and other) that may be legally available.

(d) By _____, dated _____, the Comprehensive Agreement was amended to reduce the scope of the work (as more specifically stated therein, the “**De-Scoped Work**”), and to reduce the Contract Price (as defined in the Comprehensive Agreement) by the value of such De-Scoped Work; specifically, \$53,812,139 (the “**De-Scoped Value**”). The Department will engage a third-party contractor to complete the De-Scoped Work and the Commission has committed to provide \$53,812,139 in connection therewith. Accordingly, the amount of the Base Contingency Reserve stated in Section

4.04(a) (*Supplemental Funding for Commission-Supported Contingency Reserve*) of this Amendment is derived net of the De-Scoped Value. In lieu of reducing the amount of the Maximum Commission Financial Commitment in connection with such change and then increasing it to reflect the Commission’s supplemental commitment under Section 4.04(b) (*Supplemental Funding For Commission-Supported Contingency Reserve*) of this Amendment, the Maximum Commission Financial Commitment shall remain \$3,562,000,000. Attached hereto as Annex 1 (*Revised Project Description*) is a revised description of the Project and its geographic termini.

(e) For the avoidance of doubt, if the Base Contingency Reserve is exhausted, the Department’s special reimbursement right under Section 3.07(a) (*Administration Costs*) of the Agreement with respect to Administration Costs in excess of the Admin Cost Subcap shall cease to apply.

11. **Amendments to and re: Section 4.07 (*No Excuses Incentive Payment*)**. Subsection (a) of Section 4.07 (*No Excuses Incentive Payment*) is hereby deleted in its entirety and replaced as shown below. For the avoidance of doubt, the amount of the No Excuses Incentive Payment (as defined below), including the circumstances in which it is earned by the Design-Builder, shall be determined in strict conformity with the CA Amendment.

(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 six-month period during which the Design-Builder may achieve Substantial Completion, with no incentive payable if Substantial Completion is achieved on or after February 26, 2027, as such date may be adjusted pursuant to the terms of the CA Amendment. For the avoidance of doubt, the Department shall not make any modification to such mechanism without the Commission’s prior written consent, which may be granted, withheld, or conditioned by the Commission in its sole discretion.

12. **Amendments to Section 4.09 (*Optional Work: I-564 Direct Connections; Bridge Repair Option Work*)**. Section 4.09 (Optional Work: I-546 Direct Connections; Bridge Repair Option Work) is hereby deleted in its entirety and replaced as follows:

[Intentionally Omitted.]

13. **Amendments to Exhibit 1**. The following definitions are hereby deleted in their entirety and replaced as follows:

“**Comprehensive Agreement**” means that certain Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project dated as of April 3, 2019, by and between the Department and the Design-Builder, as amended by that certain First Amendment to Comprehensive Agreement dated as of September [], 2023, and as further amended consistent with its terms and the terms of this Agreement.

14. **New Defined Terms Added to Exhibit 1.** The following definitions are hereby added to Exhibit 1:

“**Aggregate Supplemental Contingency**” is defined in Section 4.04(b) (Supplemental Funding for Contingency Reserve).

“**Base Contingency Reserve**” is defined in Section 4.04(a) (Supplemental Funding for Contingency Reserve).

“**De-Scoped Work**” is defined in Section 4.04(d) (Supplemental Funding for Contingency Reserve).

“**De-Scoped Value**” is defined in Section 4.04(d) (Supplemental Funding for Contingency Reserve).

“**Reversal Work**” means all modifications, improvements and replacements (including, without limitation, all goods and services required to engineer, design, construct and otherwise install and implement such modifications, improvements and replacements) to the ventilation and lighting systems and equipment in the existing eastbound tunnel that are required to reverse the direction of travel in the existing eastbound tunnel (the Design-Builder’s scope of work under the Comprehensive Agreement, as further described in Section 3.b (*No Excuses Incentive Payment*) of the CA Amendment, has been modified to exclude such modifications, improvements and replacements).

“**Supplemental Commission Contingency**” is defined in Section 4.04(b) (Supplemental Funding for Contingency Reserve).

“**Supplemental Department Contingency**” is defined in Section 4.04(b) (Supplemental Funding for Contingency Reserve).

15. **No Modification.** This Amendment is limited to the matters set forth herein and shall not constitute a modification or waiver of any other provision of the Agreement. Except as modified hereby, all other terms of the Agreement shall remain full force and effect. For the avoidance of doubt (and without limiting the foregoing), the Parties expressly agree that Section 7.09 (*No Personal Liability or Creation of Third Party Rights*) of the Agreement shall apply to this Amendment.

16. **Counterparts.** This Amendment 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 Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this First Amendment to Amended and Restated 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

AMENDED EXHIBIT 3

Amended Project Budget

(see attached)

AMENDED EXHIBIT 5

Amended Estimated Costs and Payout Schedule

(see attached)

EXHIBIT 8A

CA Amendment

(see attached)

AMENDED EXHIBIT 9

Amended Unit Price and Commodity Adjustment Items

(see attached)

ANNEX 1

REVISED PROJECT DESCRIPTION

(see attached)



BIDS FOR SEPTEMBER CTB ACTION MEETING

| Ben Coaker, P.E.

September 20, 2023

Order No. J92 – Bristol – UPC 116156 & 116172

SCOPE:	CONSTRUCT TRUCK CLIMBING LANES
LOCATION:	WASHINGTON COUNTY (I-81)
BIDS:	1
LOW BID:	\$17,229,352 (within range)
CONTRACTOR:	W-L CONSTRUCTION & PAVING, INC (CHILHOWIE, VA)

Order No. J31 – Hampton Roads – UPC 1850 & 1852

SCOPE:	SMART SCALE – ROAD RECONSTRUCTION
LOCATION:	ACCOMACK & NORTHAMPTON COUNTIES (Route 602)
BIDS:	1
LOW BID:	\$5,526,837 (exceeds range)
CONTRACTOR:	BRANSCOME OPERATING LLC, DBA BRANSCOME (WILLIAMSBURG, VA)

Order No. K09 – Northern Virginia – UPC 122949

SCOPE:	ON-CALL TRAFFIC SIGNAL IMPROVEMENTS
LOCATION:	FAIRFAX, LOUDOUN, & PRINCE WILLIAM COUNTIES
BIDS:	2
LOW BID:	\$5,595,900 (within range)
CONTRACTOR:	ARDENT COMPANY, LLC (MCLEAN, VA)

Order No. DB119 – Richmond – UPC 122805

SCOPE:	I-64 GAP SEGMENT A WIDENING
LOCATION:	NEW KENT COUNTY
BIDS:	2
BEST VALUE BID:	\$209,490,000 (within range)
CONTRACTOR:	SHIRLEY CONTRACTING COMPANY, LLC (LORTON, VA)



Virginia Department of Transportation

September 20, 2023 CTB Meeting

J92

0081-095-095, P101

0081-095-829, P101

Washington County

The purpose of this project is to add a 1 mile long truck climbing lane along the right side of southbound Interstate 81 (I-81) from Milepost 33 to Milepost 34 and a 0.90 mile long truck climbing lane along the right side of northbound I-81 from Milepost 32.4 to Milepost 33.3. The current (2021) ADT is 15,188 vehicles per day, and the design year (2045) ADT is 20,620 vehicles per day for the northbound direction. The current (2021) ADT is 16,646 vehicles per day, and the design year (2045) ADT is 22,600 vehicles per day for the southbound direction. The existing grade is approximately 4% along this section of roadway, which decreases truck speeds significantly. The posted speed limit is 70 mph.

This project adds a truck climbing lane to the right side of southbound and northbound I-81. This additional lane will allow passenger vehicles to travel in the left lanes to pass slower moving trucks along this steep grade. It also extends the northbound on-ramp acceleration lane to begin the climbing lane. It will provide a 12 foot wide travel lane with a 10 foot wide paved shoulder and a 2 foot wide graded shoulder. In areas where guardrail is required, an additional 4 feet of shoulder width will be provided. During construction, traffic will be shifted left to use the median shoulder, which was widened and reinforced as Project 0081-961-642 in 2020. This will allow two lanes of traffic to remain open during construction of the subject project. Trench widening will be utilized to construct the project, and existing superelevation will be maintained through the climbing lane to avoid reconstruction of the entire roadway. Stone will be used to construct fill slopes to minimize right of way and stream impacts. Both existing travel lanes will be milled and overlaid as part of this project. Design exceptions for superelevation rates and vertical sight distance are required for the project and were approved in April and May of 2021. Construction of the project requires a modification to the Limited Access Line. A request to revise the Limited Access Line was approved in September of 2021. All Temporary Construction Easements associated with the project have been secured.

Fixed Completion Date: November 14, 2025

J31

0602-167-181, M501

0602-065-146, N501

**Accomack County
Northampton County**

The purpose of this project is to extend the service life of the roadway, address lane deficiencies and improve the drivability of this turtle-back (excessive cross slope) rural major collector. Full Depth Reclamation will be used to rehabilitate the roadway and remove the turtle-back cross slopes. This method utilizes all the materials already present in the roadbed and minimizes the amount of additional material needed.

To achieve economies of scale, the contract is for two projects on adjoining sections of the same road. The 0.55 miles of Route 602, which lie within Accomack County (in the Town of Belle Haven), has Smart Scale funding and, in addition to rehabilitating the roadway, will have 4-foot paved shoulders added to serve as pedestrian and bicycle accommodations as well as to improve safety. New roadside ditches will facilitate improved drainage. The necessary right of way has been obtained and utilities have been relocated.

Due to funding constraints, improvements to the 1.14 miles of Route 602, which lie within Northampton County, will be limited to rehabilitating the existing roadway without any improvements to shoulders or roadside ditches or widening of the existing lanes. Due to staying within the existing footprint, no additional right of way was needed, and no utilities needed to be relocated.

Fixed Completion Date: May 2, 2025

K09

9999-96A-677, N501

**Fairfax County
Loudoun County
Prince William County**

This is a federally eligible On-Call traffic signal modification and RRFB installation contract, to be administered on a Task Order basis. Work will mostly support HSIP pedestrian modifications for the Phase 1 and Phase 2 systemic initiatives. Phase 1 consists of signal modifications, and Phase 2 will consist of expanded signal modifications and mid-block (such as RRFB with new power installation) treatments. Other signal modification work such as APS retrofits and TE modifications will also be delivered under this contract. The project is qualified for a Programmatic Categorical Exclusion. No further environmental documents will be required. No right of way will be acquired for this project. All work will be performed within the existing VDOT right of way.

Fixed Completion Date: October 22, 2024

DESIGN BUILD PROJECT AWARD

Project Name: I-64 GAP Segment A Widening
Project #: 0064-063-623, P101, R201, C501
UPC: 122805 (PE, RW, CN)
Contract #: C00122166DB119
Location: New Kent County, Richmond District

The Project is located on Interstate 64 (I-64) in New Kent County, Virginia, and involves the addition of one 12footwide travel lane and one 12footwide shoulder (10 foot paved, 2 foot graded) in each direction. The widening will occur in the median of the existing interstate, limiting the amount of right of way required to construct the Project and minimizing impacts to existing interchanges. Existing bridges within the corridor will be widened to the inside. The Project also includes mill and overlay of all existing mainline pavement, and modifications to the interchange at Exit 205.

The Project was procured using a two-phase best-value design-build selection process.

Funding Sources:

HPP - State (HS0100); HPP - NHPP (HF1100); HPP - NHPP Soft Match (HF1101); HPP: Nat. Freight Pgm - Federal (HF1150); HPP: Nat. Freight Pgm - Soft Match (HF1151); Statewide: TI - I-64 Gap Project: General Fund-State (CSTG04); Grants (CNF211); CVTA AR Funds (NPRR22)

Final Completion Date: July 30, 2027

Offerors:

<u>Name</u>	<u>Price</u>	<u>Combined Score</u>
Shirley Contracting Company, LLC	\$ 209,490,000.00	87.77
Kokosing Construction Company, Inc	\$ 202,511,668.55	86.35

Bid Amount: Greater Than 5 Million

CTB BALLOT

Report created on : 8/28/23

Letting Date: 8/23/2023

AWARD

INTERSTATE

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
J92	116172,116156	FROM: MM 32.197 NB	W-L CONSTRUCTION & PAVING, INC.	1	\$17,229,351.78	\$21,613,749.65	Within
	0081-095-095, C501	TO: MM 34.253 SB	CHILHOWIE				
	NHPP-081-1(414), (413)	WASHINGTON	VA				
	Construction Funds	BRISTOL DISTRICT					
		CONSTRUCT TRUCK CLIMBING LANES					

1 Recommended for AWARD \$17,229,351.78

Bid Amount: Greater Than 5 Million

CTB BALLOT

Report created on : 8/28/23

Letting Date: 8/23/2023

AWARD

SECONDARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
J31	1850, 1852	FROM: RTE 183	BRANSCOME OPERATING, LLC dba BRANSCOME	1	\$5,526,836.71	\$6,028,318.69	Exceeds
	0602-167-181, M501	TO: RTE 178	WILLIAMSBURG				
	STP-5167(003); STP-065 (037)	ACCOMACK, NORTHAMPTON	VA				
	Construction Funds	HAMPTON ROADS DISTRICT					
		SMART SCALE - ROAD RECONSTRUCTION					

1 Recommended for AWARD \$5,526,836.71

Bid Amount: Greater Than 5 Million

CTB BALLOT

Report created on : 8/28/23

Letting Date: 8/23/2023

AWARD

URBAN

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
K09	122949	LOCATION: VARIOUS	ARDENT COMPANY, LLC	2	\$5,595,900.00	\$6,073,127.92	Within
	9999-96A-677, N501		MCLEAN				
	STP-PM09(376)	FAIRFAX, LOUDOUN, PRINCE WILLIAM	VA				
	Construction/Maintenance Funds	NORTHERN VIRGINIA DISTRICT					
		ON-CALL TRAFFIC SIGNAL IMPROVEMENTS					

1 Recommended for AWARD \$5,595,900.00

BID RESULTS FOR THE CTB

September 20, 2023

DESIGN-BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost	EE Estimate Range
UPC 122805 (PE, RW,CN)	I-64 GAP Segment A Widening New Kent County, Richmond District	AWARD	Shirley Contracting Company, LLC (Lorton, VA)	2	\$209,490,000	\$253,188,921	Within Range
0064-063-623							
Contract # C00122166DB119							
Design, ROW, Construction & QA/QC	The Project is located on I-64 in New Kent County, Virginia, and involves the addition of one 12-foot-wide travel lane and one 12-foot-wide shoulder (10' paved, 2' graded) in each direction. The widening will occur in the median of the existing interstate, limiting the amount of right of way required to construct the Project and minimizing impacts to existing interchanges. Existing bridges within the corridor will be widened to the inside. The Project also includes mill and overlay of all existing mainline pavement, and modifications to the interchange of Exit 205.						

Recommended for Award: \$209,490,000