



## COMMONWEALTH of VIRGINIA

### *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

1401 East Broad Street  
Richmond, Virginia 23219

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

#### **MINUTES**

#### **MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD ACTION MEETING**

November 24, 2020

9:00 a.m. or upon adjournment of the November 24, 2020 Workshop Meeting

Governor Ralph Northam declared a state of emergency in Virginia on Thursday, March 12 in response to COVID-19. In light of this action, the Action Meeting of the November 24, 2020 Commonwealth Transportation Board (CTB) was conducted using electronic communications in accord with Item 4-0.01.g. of Chapter 1289 (2020 Acts of Assembly), as the COVID-19 emergency makes it impracticable or unsafe to assemble in a single location. The purpose of the meeting was to discuss or transact the business statutorily required or necessary to continue operation of the CTB and the discharge of its lawful purposes, duties, and responsibilities.

All board members participated remotely using a Webex platform. Members of the public were able to witness the meeting online via live-streaming at the following internet link: [http://www.ctb.virginia.gov/public\\_meetings/live\\_stream/default.asp](http://www.ctb.virginia.gov/public_meetings/live_stream/default.asp) and were provided the opportunity to provide public comment telephonically at the outset of the meeting using a dial in number provided in the online meeting public notice.

The online internet public notice for the meeting noted that this meeting would be conducted using an electronic process due to the COVID-19 state of emergency and as a precaution to reduce the risk and spread of the novel coronavirus. The online meeting public notice also furnished the Agenda and Board materials as well as information regarding the availability of online live-streaming of the meeting at the noted link.

Online viewers were furnished a telephone number to call to notify staff of any interruption of the live streaming of the meeting in accordance with Item 4-0.01.g. of Chapter 1289 and Section 2.2-3708.2 of the Code of Virginia.

The Chair, Shannon Valentine, presided and called the meeting to order at 12:35 p.m. on November 24, 2020.

Present: Messrs. Brown Dodson, Johnsen, Kasprovicz, Malbon, Merrill, Miller, Stinson, Yates, Ms. DeTuncq and Ms. Hynes; Mr. Brich, ex officio, Commissioner of Highways and Ms. Mitchell, ex officio, Director of the Department of Rail and Public Transportation.

Absent: Messrs. Rucker, Smoot and Williams

Prior to taking up any agenda items Ms. DeTuncq made the following motion:  
*In light of the continuing state of emergency declared by Governor Northam, where it is impracticable or unsafe to assemble a quorum in a single location, I move that we adopt this agenda to take action to discuss or transact the business statutorily required or necessary to continue operation of the Commonwealth Transportation Board.* This motion was seconded by Mr. Johnsen, a roll call vote was taken with all present voting aye, the motion passed unanimously.

### **Public Comments:**

Supervisor's Margaret Franklin and Andrea Bailey, members of the Prince William County Board of Supervisors, addressed the Board, speaking in support of the motion to rename Jefferson Davis Highway listed as Agenda Item 2 on this agenda.

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### **Approval of Minutes October 20, 2020**

Made By: Ms. Hynes, Seconded By: Mr. Johnsen

A roll call vote was taken with all members voting in favor of approval of the minutes.

Motion carried, minutes approved, unanimously

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### **HAMPTON ROADS DISTRICT:**

**Agenda Item 1.** Action on Authorization for the Commissioner of Highways to enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Segments 1 (UPC 117840), 4A/4B (UPC 117839) and 4C (UPC 117841) of the Hampton Roads Express Lane Network, Located in the Hampton Roads District.

Made By: Mr. Malbon, Seconded By: Mr. Johnsen

A roll call vote was taken with all members voting in favor of approval of the resolution.

Motion carried, resolution approved, unanimously.

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### **GOVERNANCE AND LEGISLATIVE AFFAIRS:**

**Agenda Item 2.** Action on Highway Naming: "Richmond Highway", Located in the Northern Virginia District.

Made By: Ms. Hynes, Seconded By: Mr. Kasprovicz

A roll call vote was taken with all members voting in favor of approval of the resolution.

Motion carried, resolution approved, unanimously.  
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**INFRASTRUCTURE INVESTMENT DIVISION:**

**Agenda Item 3.** Action FY20-25 Six-Year Improvement Program Transfers for September 19, 2020 through October 23, 2020.

Made By: Mr. Johnsen, Seconded By: Mr. Miller  
A roll call vote was taken with all members  
voting in favor of approval of the resolution.  
Motion carried, resolution approved, unanimously.  
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**Agenda Item 4.** Action on Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2020-2025

Made By: Mr. Johnsen, Seconded By: Mr. Miller  
A roll call vote was taken with all members  
voting in favor of approval of the resolution.  
Motion carried, resolution approved, unanimously.  
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**RIGHT OF WAY & UTILITIES DIVISION:**

**Agenda Item 5.** Action on Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge, Located in the Northern Virginia District.

Made By: Ms. Hynes, Seconded By: Mr. Johnsen  
A roll call vote was taken with all members  
voting in favor of approval of the resolution.  
Motion carried, resolution approved, unanimously.  
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**Agenda Item 6.** Action Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance and Operation of the Virginia Routes 29 and 234 Intersection, Located in the Northern Virginia District.

Made By: Ms. Hynes, Seconded By: Mr. Johnsen  
A roll call vote was taken with all members  
voting in favor of approval of the resolution.

Motion carried, resolution approved, unanimously.

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**VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION:**

**Agenda Item 7.** Action on Rail Industrial Access, Specifically Eastern Engineered Wood Products Located in the Lynchburg District.

Made By: Mr. Dodson, Seconded By: Mr. Yates  
A roll call vote was taken with all members  
voting in favor of approval of the resolution.  
Motion carried, resolution approved, unanimously.

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**NEW BUSINESS:**

None

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**ADJOURNMENT:**

**Meeting adjourned at 1:05 p.m. on November 24, 2020.**

Respectfully Submitted:

Carol Mathis,  
Assistant Secretary to the Board

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### *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

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### **MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD**

We are concerned about your health, and we are committed to do all we can to reduce the risk and spread of novel coronavirus. Governor Ralph Northam declared a state of emergency in Virginia on Thursday, March 12 in response to COVID-19. In light of this action, we have decided to conduct the November 24, 2020 Commonwealth Transportation Board (CTB) meeting using electronic communications in accord with Item 4-0.01.g. of Chapter 1289 (2020 Acts of Assembly), as the COVID-19 emergency makes it impracticable or unsafe to assemble in a single location. The purpose of the meeting is to discuss or transact the business statutorily required or necessary to continue operation of the CTB and the discharge of its lawful purposes, duties, and responsibilities.

All board members will be participating remotely. The public may view the meeting via live stream by clicking the "View video" button at the following link: [http://www.ctb.virginia.gov/public\\_meetings/live\\_stream/default.asp](http://www.ctb.virginia.gov/public_meetings/live_stream/default.asp). There will be opportunity for public comment during this meeting. Public comment can be submitted by calling the following telephone number 1-470-285-4495 followed by PIN 392 182 855# when it is announced that public comment will begin. A caller may be placed on hold until others who have called in earlier have had opportunity to speak.

In the event there is an interruption in the broadcast of the meeting, please call (804) 729-6495.

Should you wish to offer comment regarding how meetings using electronic communications technology compare to traditional meetings when the CTB is physically present, you may complete the FOIA Council's Electronic Meetings Public Comment form appearing at the end of this agenda and submit it to the FOIA Council as described on the Form.

### **AGENDA**

November 24, 2020

9:00 a.m. or upon adjournment of the November 24, 2020 Workshop Meeting

#### **Public Comments:**

#### **Approval of Minutes October 20, 2020**

**HAMPTON ROADS DISTRICT:**

***Presenting: Chris Hall***  
***District Administrator***

1. Action on Authorization for the Commissioner of Highways to enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Segments 1 (UPC 117840), 4A/4B (UPC 117839) and 4C (UPC 117841) of the Hampton Roads Express Lane Network, Located in the Hampton Roads District.

**GOVERNANCE AND LEGISLATIVE AFFAIRS:**

***Presenting: JoAnne Maxwell***  
***Division Administrator***

2. Action on Highway Naming: "Richmond Highway", Located in the Northern Virginia District.

**INFRASTRUCTURE INVESTMENT DIVISION:**

***Presenting: Kimberly Pryor***  
***Division Director***

3. Action FY20-25 Six-Year Improvement Program Transfers for September 19, 2020 through October 23, 2020.
4. Action on Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2020-2025

**RIGHT OF WAY & UTILITIES DIVISION:**

***Presenting: Lori Snider***  
***Division Administrator***

5. Action on Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge, Located in the Northern Virginia District.
6. Action Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance and Operation of the Virginia Routes 29 and 234 Intersection, Located in the Northern Virginia District.

**VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION:**

***Presenting: Jeremy Latimer***  
***Director Rail Transportation Programs***

7. Action on Rail Industrial Access, Specifically Eastern Engineered Wood Products Located in the Lynchburg District.

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**NEW BUSINESS:**

**ADJOURNMENT:**

###



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## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

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*Agenda item # 1*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

November 24, 2020

#### MOTION

Made By:

Seconded By:

Action:

**Title: Authorization for the Commissioner of Highways to enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Segments 1 (UPC 117840), 4A/4B (UPC 117839) and 4C (UPC 117841) of the Hampton Roads Express Lane Network**

**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 to fund new construction projects on new or existing highways, bridges, and tunnels in the localities comprising Planning District 23; and

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

**WHEREAS**, §33.2-214 C of the Code of Virginia empowers the Commonwealth Transportation Board (CTB) 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 Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Segments 1 (UPC 117840), 4A/4B (UPC 117839) and 4C (UPC 117841) of the Hampton Roads Express Lane Network

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**WHEREAS**, the Virginia Department of Transportation (VDOT) has made briefings to the CTB, HRTAC, and Hampton Roads Transportation Planning Organization (HRTPO), demonstrating the operational benefits of the Hampton Roads Express Lanes Network concept providing for continuous HOT lanes travel on Interstate 64 in Hampton Roads between the interchange of Interstate 64 and Jefferson Avenue in Newport News and the interchange of Interstates 64, 264, and 664 in the Bowers Hill section of Chesapeake; and

**WHEREAS**, on May 21, 2020, the HRTPO identified and adopted the Regional Express Lanes Network, consistent with the HREL Network concept, “as a component of the Regional Priority Projects... identified by the HRTPO in its 2040 Long Range Transportation Plan to collectively provide the greatest impact on reducing congestion for the greatest number of citizens residing in Hampton Roads”, recommending the Hampton Roads Transportation Accountability Commission (HRTAC) pursue funding, development, and implementation for the network; and

**WHEREAS**, on May 28, 2020, HRTAC voted to fund the HREL Network in the FY21-FY26 Plan of Finance – Six Year Operating and Capital Program; and

**WHEREAS**, HRTAC at its June 18, 2020 meeting approved the FY2021-FY2026 Plan of Finance and the HRTAC Debt Management Plan to fund the HREL Network; and

**WHEREAS**, the CTB adopted the HREL Network concept of operation and approved the *Master Agreement for Development and Tolling of Hampton Roads Express Lanes Network* with HRTAC (MTA) at its August 14, 2020 meeting; and

**WHEREAS**, HRTAC, at its August 18, 2020 meeting approved and authorized the execution and delivery of the MTA; and

**WHEREAS**, pursuant to the MTA, at such time as the Parties are prepared to commence the design and construction of any element of the HREL Project, VDOT and HRTAC are to enter into a Standard Project Agreement for Funding and Administration (SPA), substantially in the form attached to the MTA as Exhibit 9, for such element (or sub-element), whereupon VDOT will procure all goods and services necessary to design and construct the applicable element of the HREL project; and

**WHEREAS**, it is anticipated that HRTAC will convene, in November, a meeting to approve use of HRTAC funds and execution of the SPAs between VDOT and HRTAC, for certain preliminary engineering work for Segments 1, 4A/4B and 4C of the HREL Network; and

**WHEREAS**, pursuant to §33.2-214 C, VDOT has requested that the Board authorize the Commissioner to enter into separate SPAs with HRTAC for phase 1 preliminary engineering tasks for Segments 1, 4A/4B and 4C of the HREL Network, which SPAs are attached hereto as Exhibits A, B and C, respectively.

Resolution of the Board

Authorization for the Commissioner of Highways to enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Segments 1 (UPC 117840), 4A/4B (UPC 117839) and 4C (UPC 117841) of the Hampton Roads Express Lane Network

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**NOW, THEREFORE, BE IT RESOLVED**, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to enter into the SPAs with HRTAC, attached hereto as Exhibits A, B and C, relating to the use of HRTAC funds for phase 1 preliminary engineering tasks for Segments 1, 4A/4B and 4C, respectively, of the Hampton Roads Express Lanes Network, with such changes and additions as the Commissioner deems necessary.

#####

## EXHIBIT C

**Standard Project Agreement for Funding and Administration  
between  
Hampton Roads Transportation Accountability Commission  
and  
Virginia Department of Transportation  
  
(Hampton Roads Express Lanes Network Project Elements)**

HRTAC Project Title: Segment 4C Preliminary Engineering (Phase 1 PE)

HRTAC Project Number: UPC 117841

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2020, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

### WITNESSETH

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

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

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

WHEREAS, under Chapter 703 of the 2020 Acts of Assembly (H1438)(the "HREL Tolling Legislation"), HRTAC is also authorized to impose and collect tolls in designated high-occupancy toll lanes on certain portions of Interstate 64;

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 (i) VDOT's responsibilities with respect to VDOT Highways and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, and (ii) the determinations of VDOT and HRTAC to coordinate their efforts with respect to, among other things, the development, tolling, financing, procurement and delivery of the Hampton Roads Express Lanes Network Project (the "HREL Project"), VDOT and HRTAC entered into a Master Agreement for Development and Tolling of Hampton Roads Express Lanes Network dated August 18, 2020, (the "Master Agreement");

WHEREAS, the Master Agreement contemplates that HRTAC may from time to time enter into Project Agreements for Funding and Administration pursuant to which VDOT will procure all goods and services necessary to design and construct elements of the HREL Project;

WHEREAS, pursuant to the Master Agreement, the parties are prepared to have VDOT 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, it otherwise satisfies the requirements of the HRTAC Act, and it is consistent with the HREL Tolling Legislation;

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; and

WHEREAS, HRTAC's governing body and the CTB have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as

evidenced by copies of each such entity's clerk's minutes or such other official authorizing documents which are appended hereto as Appendix E.

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

A. VDOT's Obligations

VDOT shall:

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

realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).

- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for the total budgeted cost before the additional funding became available).
- (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 the terms of the Master Agreement.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule, VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).
4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if, as applicable, the HRTAC Act or HREL Tolling Legislation 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 (and, without limiting the foregoing, shall ensure that such engagements, commitments and agreements contain all terms that, pursuant to the Master Agreement or this Agreement, are required to be included therein). VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC bond trustee, as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation (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 (a) for its intended purposes for the duration of the Project's useful life, and (b) in accordance with, and subject to, the terms of the Master Agreement. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project (which duty and obligation excludes the Tolling O&M Duties, as defined in the Master Agreement, except as otherwise provided in the Master Agreement or in any other contract between VDOT and HRTAC under which VDOT is responsible to perform such duties as a contractor to HRTAC) after its completion (including responsibility to correct any defects or to cause any defects to be corrected)(and, without limiting the foregoing, shall perform its operations and maintenance obligations in accordance with the terms of the Master Agreement), and, except as and to the extent provided under the Master Agreement (with respect to Tolling O&M Duties), 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 is 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, the benefit of any liquidated damages (as well as other damages paid by a contractor, insurance proceeds, or recoveries from third parties) received by VDOT in relation to (a) Project costs that HRTAC funded or (b) adverse effects to toll revenues, 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. HRTAC will provide VDOT with sixty (60) days written notice that HRTAC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law.
4. Upon (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, and in accordance with, and subject to, the terms of the Master Agreement. 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 or the Master 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 (i) 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 (ii) under the HREL Tolling Legislation, HRTAC is vested with the right to impose and collect tolls on the portion of the HREL Project facility that has been designated by the CTB for use as high-occupancy toll lanes). 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.

Q. 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 Q.

*[Signature page follows]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Hampton Roads Transportation Accountability Commission

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

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

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

Date: \_\_\_\_\_

Virginia Department of Transportation

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

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

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

Date: \_\_\_\_\_

## EXHIBIT C

### APPENDIX A

#### HAMPTON ROADS EXPRESS LANES NETWORK PROJECT ELEMENTS

##### SEGMENT 4C PRELIMINARY ENGINEERING (PHASE 1 PE) PROJECT

**Scope:** The Segment 4C Preliminary Engineering Work (Phase 1 PE) to be performed under this Agreement is to provide the advanced preliminary engineering in support of the construction of Segment 4C of the Hampton Roads Express Lane Network. The Segment 4C project is located in the City of Hampton. The purpose is to widen EB and WB I-64 from the eastern end of the Armistead Avenue bridge (MM265.5) to approx. 2000' East of the Settlers Landing Road Overpass or 1100' west of the Mallory Street overpass (MM267.8). The 3 existing EB and WB general purpose lanes will be converted into 2 high occupancy toll (HOT) managed lanes, and 2 general purpose (GP) lanes. This will extend the full roadway section of the HRBT Expansion project to the west for 2.5 miles. The western end of the project will connect to a typical section with 1 high HOT and 2 general purpose lanes. The proposed improvements include rehabilitation of the existing lanes and an additional 12' wide travel lane in each direction. This section of interstate includes 6 mainline bridges, 1 pedestrian underpass and 1 triple 48" RCP section carrying Brights Creek beneath I-64. It is anticipated that the EB Hampton River bridges will be replaced and the WB Hampton River bridge will be widened and rehabilitated. It is anticipated that the EB and WB portions of the bridge over King Street will be widened and rehabilitated. It is anticipated that the WB portion of the bridge over Settlers Landing will be widened and rehabilitated. It is anticipated that the bridge over Rip Rap Road will be rehabilitated with no widening. Each bridge will be investigated during scoping and preliminary design to determine the appropriate recommendations for this project. The widening is expected to occur mostly in the median of the existing interstate. Interstate ramps will be realigned as needed. It is anticipated that right of way and/or easements will be acquired along the EB and WB directions with approximately 62 parcels impacted. The number of impacted parcels is an estimate and will ultimately depend on design of drainage ditches, roadway embankments, retaining walls, noise barrier wall, and potential utility relocations.

The work associated with this Standard Project Agreement for the Segment 4C Phase 1 Preliminary Engineering will complete tasks necessary to include this project in the 2045 Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP) and to advance this design-build project to a Public Hearing which is planned/estimated for September 2021.

## APPENDIX B

### HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS

#### SEGMENT 4C PRELIMINARY ENGINEERING (PHASE 1 PE)

#### PROJECT BUDGET AND PROJECT SCHEDULE

***Project Budget: SEGMENT 4C PRELIMINARY ENGINEERING (Phase 1 PE):***  
\$15,421,200

Design Work/ Engineering \$15,421,200

The work associated with this Standard Project Agreement for the Segment 1 Phase 1 Preliminary Engineering will complete tasks necessary to include this project in the 2045 Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP) and to advance this design-build project to a Public Hearing which is planned/estimated for September 2021.

These tasks include but are not limited to the following:

Aerial mapping, survey, subsurface utility designation, bridge investigation, traffic studies, scoping plan development, risk analysis & matrix, tolling infrastructure, pavement design, noise wall investigations, scoping level cost estimate & schedule refinements, development of HREL Network communication plan, public information meetings, HRBT/HREL coordination meetings, civic league information meetings, other information meetings with localities and others as requested, NEPA Categorical Exclusion investigation and document, RFQ level plan development, LRTP inclusion coordination, TIP/STIP inclusion coordination, RFQ advertisement and public hearing.

***Project Schedule: SEGMENT 4C PRELIMINARY ENGINEERING (Phase 1 PE)***  
***(dates are estimates):***

- Authorize PE – July 1, 2020
- Scoping/PFI – July 23, 2020
- Risk Assessment – September 2, 2020
- RFQ Conceptual Plans – February 11, 2021
- RFQ Advertisement – April 9, 2021
- CLRTP Inclusion – June 18, 2021
- TIP & STIP Inclusion/Verification – July/August 2021
- RFP Conceptual Plans – August 2, 2021
- NEPA Document – August 19, 2021
- Public Hearing – September 23, 2021

APPENDIX C  
FORM OF PAYMENT REQUISITION

HRTAC Project Title and Number: Hampton Roads Express Lanes Network Elements, Segment 4C Preliminary Engineering (Phase 1 PE) – UPC 117841

Project Scope/Services Description: Segment 4C Preliminary Engineering (Phase 1 PE) that will complete tasks necessary to include this project in the 2045 LRTP, TIP/STIP and to advance the RFQ for this design-build project to Public Hearing which is planned for September 2021.

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

**EXHIBIT C**

**DETAILED PAYGO REQUEST**

Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 HRTAC Project Number: UPC 117841 Project Title: HRELN Segment 4C  
 (Phase 1 PE)

<b>Cost Category</b>	<b>HRTAC Approved Project Costs</b>	<b>Total PayGo Requests Previously Received</b>	<b>PayGo Requisition Amount this Period</b>	<b>Remaining PAYGO Project Budget (Calculation)</b>
<b>Project Starting Balance</b>	\$15,421,200.00			\$ -
Design Work/Engineering	\$15,421,200.00	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Work	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$15,421,200.00	\$ -	\$ -	\$ -

**LISTING OF ATTACHED INVOICES**

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

**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.

## EXHIBIT A

**Standard Project Agreement for Funding and Administration  
between  
Hampton Roads Transportation Accountability Commission  
and  
Virginia Department of Transportation  
  
(Hampton Roads Express Lanes Network Project Elements)**

HRTAC Project Title: Segment 1 Preliminary Engineering (Phase 1 PE)

HRTAC Project Number: UPC 117840

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2020, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

### WITNESSETH

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

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

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

WHEREAS, under Chapter 703 of the 2020 Acts of Assembly (H1438)(the "HREL Tolling Legislation"), HRTAC is also authorized to impose and collect tolls in designated high-occupancy toll lanes on certain portions of Interstate 64;

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 (i) VDOT's responsibilities with respect to VDOT Highways and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, and (ii) the determinations of VDOT and HRTAC to coordinate their efforts with respect to, among other things, the development, tolling, financing, procurement and delivery of the Hampton Roads Express Lanes Network Project (the "HREL Project"), VDOT and HRTAC entered into a Master Agreement for Development and Tolling of Hampton Roads Express Lanes Network dated August 18, 2020, (the "Master Agreement");

WHEREAS, the Master Agreement contemplates that HRTAC may from time to time enter into Project Agreements for Funding and Administration pursuant to which VDOT will procure all goods and services necessary to design and construct elements of the HREL Project;

WHEREAS, pursuant to the Master Agreement, the parties are prepared to have VDOT 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, it otherwise satisfies the requirements of the HRTAC Act, and it is consistent with the HREL Tolling Legislation;

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; and

WHEREAS, HRTAC's governing body and the CTB have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as

evidenced by copies of each such entity's clerk's minutes or such other official authorizing documents which are appended hereto as Appendix E.

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

A. VDOT's Obligations

VDOT shall:

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

realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).

- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for the total budgeted cost before the additional funding became available).
- (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 the terms of the Master Agreement.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule, VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).
4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if, as applicable, the HRTAC Act or HREL Tolling Legislation 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 (and, without limiting the foregoing, shall ensure that such engagements, commitments and agreements contain all terms that, pursuant to the Master Agreement or this Agreement, are required to be included therein). VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC bond trustee, as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation (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 (a) for its intended purposes for the duration of the Project's useful life, and (b) in accordance with, and subject to, the terms of the Master Agreement. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project (which duty and obligation excludes the Tolling O&M Duties, as defined in the Master Agreement, except as otherwise provided in the Master Agreement or in any other contract between VDOT and HRTAC under which VDOT is responsible to perform such duties as a contractor to HRTAC) after its completion (including responsibility to correct any defects or to cause any defects to be corrected)(and, without limiting the foregoing, shall perform its operations and maintenance obligations in accordance with the terms of the Master Agreement), and, except as and to the extent provided under the Master Agreement (with respect to Tolling O&M Duties), 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 is 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, the benefit of any liquidated damages (as well as other damages paid by a contractor, insurance proceeds, or recoveries from third parties) received by VDOT in relation to (a) Project costs that HRTAC funded or (b) adverse effects to toll revenues, 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. HRTAC will provide VDOT with sixty (60) days written notice that HRTAC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law.
4. Upon (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, and in accordance with, and subject to, the terms of the Master Agreement. 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 or the Master 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 (i) 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 (ii) under the HREL Tolling Legislation, HRTAC is vested with the right to impose and collect tolls on the portion of the HREL Project facility that has been designated by the CTB for use as high-occupancy toll lanes). 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.

Q. 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 Q.

*[Signature page follows]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Hampton Roads Transportation Accountability Commission

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

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

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

Date: \_\_\_\_\_

Virginia Department of Transportation

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

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

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

Date: \_\_\_\_\_

## EXHIBIT A

### APPENDIX A

#### HAMPTON ROADS EXPRESS LANES NETWORK PROJECT ELEMENTS

##### SEGMENT 1 PRELIMINARY ENGINEERING (PHASE 1 PE) PROJECT

**Scope:** The Segment 1 Preliminary Engineering Work (Phase 1 PE) to be performed under this Agreement is to provide the advanced preliminary engineering in support of the construction of Segment 1 of the Hampton Roads Express Lane Network. The Segment 1 project, which is approximately 9 miles in length, is located on I-64 in the City of Norfolk from approximately 1800' east of Patrol Road bridge (end WB full roadway section for HRBT Widening project) to approximately 3900' east of Curlew Drive bridge (western end of Twin Bridges carrying I-64 over the Eastern Branch Elizabeth River). The purpose is to convert the inside shoulder along I-64 to a part time high occupancy toll (HOT) managed lane. The existing EB and WB general purpose lanes will remain as is with three lanes in each direction. There will be widening in spot locations to maintain a minimum shoulder width in both directions. The EB and WB Tidewater Drive bridges and the EB and WB Chesapeake Boulevard bridges will be replaced. Additional right of way will be required in spot locations (approximately 30 parcels). This project will have minimal utility relocations. The interstate in this corridor currently has 3 general purpose lanes in each direction. The proposed design includes three general purpose lanes and one part time HOT shoulder that would be open in the opposite direction of the reversible HOT lanes in this corridor. HDR will provide design and engineering support services required to award the project to a design build team.

The work associated with this Standard Project Agreement for the Segment 1 Phase 1 Preliminary Engineering will complete tasks necessary to include this project in the 2045 Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP) and to advance the Request for Qualifications (RFQ) for this design-build project to advertisement which is planned/estimated for September 2021.

## APPENDIX B

### HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS

#### SEGMENT 1 PRELIMINARY ENGINEERING (PHASE 1 PE)

#### PROJECT BUDGET AND PROJECT SCHEDULE

***Project Budget: SEGMENT 1 PRELIMINARY ENGINEERING (Phase 1 PE): \$5,621,500***

Design Work/Engineering \$5,621,500.00

The work associated with this Standard Project Agreement for the Segment 1 Phase 1 Preliminary Engineering will complete tasks necessary to include this project in the 2045 Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP) and to advance the Request for Qualifications (RFQ) for this design-build project to advertisement which is planned/estimated for September 2021.

These tasks include but are not limited to the following:

Aerial mapping, survey, subsurface utility designation, bridge investigation, traffic studies, scoping plan development, risk analysis & matrix, tolling infrastructure, pavement design, noise wall investigations, scoping level cost estimate & schedule refinements, development of HREL Network communication plan, public information meetings, City of Norfolk bi-weekly meetings, HRBT/HREL coordination meetings, civic league information meetings, other information meetings as requested, NEPA Categorical Exclusion investigation and documentation, RFQ level plan development, LRTP inclusion coordination, TIP/STIP inclusion coordination and RFQ advertisement.

***Project Schedule: SEGMENT 1 PRELIMINARY ENGINEERING (PHASE 1 PE) (all dates are estimates):***

- Authorize PE – July 1, 2020
- Scoping/PFI – November 20, 2020
- Risk Assessment:
  - Meeting – October 7, 2020
  - Matrix – November 6, 2020
- RFQ Conceptual Plans – March 14, 2021
- LRTP Inclusion – June 18, 2021
- TIP & STIP Inclusion/Verification – July/ August, 2021
- RFP Conceptual Plans – September 17, 2021
- RFQ Advertisement – September 21, 2021

**APPENDIX C**

**FORM OF PAYMENT REQUISITION**

HRTAC Project Title and Number: Hampton Roads Express Lanes Network Elements, Segment 1 Preliminary Engineering (Phase 1 PE) - UPC 117840

Project Scope/Services Description: Segment 1 Preliminary Engineering (Phase 1 PE) that will be necessary to include this project in the 2045 LRTP, TIP/STIP and to advance the Request for Qualifications (RFQ) advertisement which is planned/estimated for September 2021.

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

**EXHIBIT A**

**DETAILED PAYGO REQUEST**

Draw Request Number: \_\_\_\_\_  
 HRTAC Project Number: UPC 117840

Request Date: \_\_\_\_\_  
 Project Title: HRELN Segment 1  
 (Phase 1 PE)

<b>Cost Category</b>	<b>HRTAC Approved Project Costs</b>	<b>Total PayGo Requests Previously Received</b>	<b>PayGo Requisition Amount this Period</b>	<b>Remaining PAYGO Project Budget (Calculation)</b>
<b>Project Starting Balance</b>	\$5,621,500.00			\$ -
Design Work/ Engineering	\$5,621,500.00	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Work	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$5,621,500.00	\$ -	\$ -	\$ -

**LISTING OF ATTACHED INVOICES**

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

**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.

## EXHIBIT B

**Standard Project Agreement for Funding and Administration  
between  
Hampton Roads Transportation Accountability Commission  
and  
Virginia Department of Transportation  
  
(Hampton Roads Express Lanes Network Project Elements)**

HRTAC Project Title: Segment 4A/4B Preliminary Engineering (Phase 1 PE)

HRTAC Project Number: UPC 117839

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2020, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

### WITNESSETH

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

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

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

WHEREAS, under Chapter 703 of the 2020 Acts of Assembly (H1438)(the "HREL Tolling Legislation"), HRTAC is also authorized to impose and collect tolls in designated high-occupancy toll lanes on certain portions of Interstate 64;

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 (i) VDOT's responsibilities with respect to VDOT Highways and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, and (ii) the determinations of VDOT and HRTAC to coordinate their efforts with respect to, among other things, the development, tolling, financing, procurement and delivery of the Hampton Roads Express Lanes Network Project (the "HREL Project"), VDOT and HRTAC entered into a Master Agreement for Development and Tolling of Hampton Roads Express Lanes Network dated August 18, 2020, (the "Master Agreement");

WHEREAS, the Master Agreement contemplates that HRTAC may from time to time enter into Project Agreements for Funding and Administration pursuant to which VDOT will procure all goods and services necessary to design and construct elements of the HREL Project;

WHEREAS, pursuant to the Master Agreement, the parties are prepared to have VDOT 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, it otherwise satisfies the requirements of the HRTAC Act, and it is consistent with the HREL Tolling Legislation;

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; and

WHEREAS, HRTAC's governing body and the CTB have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as

evidenced by copies of each such entity's clerk's minutes or such other official authorizing documents which are appended hereto as Appendix E.

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

A. VDOT's Obligations

VDOT shall:

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

realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).

- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for the total budgeted cost before the additional funding became available).
- (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 the terms of the Master Agreement.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule, VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).
4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if, as applicable, the HRTAC Act or HREL Tolling Legislation 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 (and, without limiting the foregoing, shall ensure that such engagements, commitments and agreements contain all terms that, pursuant to the Master Agreement or this Agreement, are required to be included therein). VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC bond trustee, as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation (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 (a) for its intended purposes for the duration of the Project's useful life, and (b) in accordance with, and subject to, the terms of the Master Agreement. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project (which duty and obligation excludes the Tolling O&M Duties, as defined in the Master Agreement, except as otherwise provided in the Master Agreement or in any other contract between VDOT and HRTAC under which VDOT is responsible to perform such duties as a contractor to HRTAC) after its completion (including responsibility to correct any defects or to cause any defects to be corrected)(and, without limiting the foregoing, shall perform its operations and maintenance obligations in accordance with the terms of the Master Agreement), and, except as and to the extent provided under the Master Agreement (with respect to Tolling O&M Duties), 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 is 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, the benefit of any liquidated damages (as well as other damages paid by a contractor, insurance proceeds, or recoveries from third parties) received by VDOT in relation to (a) Project costs that HRTAC funded or (b) adverse effects to toll revenues, 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. HRTAC will provide VDOT with sixty (60) days written notice that HRTAC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law.
4. Upon (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, and in accordance with, and subject to, the terms of the Master Agreement. 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 or the Master 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 (i) 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 (ii) under the HREL Tolling Legislation, HRTAC is vested with the right to impose and collect tolls on the portion of the HREL Project facility that has been designated by the CTB for use as high-occupancy toll lanes). 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.

Q. 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 Q.

*[Signature page follows]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Hampton Roads Transportation Accountability Commission

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

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

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

Date: \_\_\_\_\_

Virginia Department of Transportation

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

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

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

Date: \_\_\_\_\_

## EXHIBIT B

### APPENDIX A

#### HAMPTON ROADS EXPRESS LANES NETWORK PROJECT ELEMENTS

#### SEGMENT 4A/4B PRELIMINARY ENGINEERING (PHASE 1 PE) PROJECT

**Scope:** The Segment 4A/4B Preliminary Engineering Work (Phase 1 PE) to be performed under this Agreement is to provide the advanced preliminary engineering in support of the construction of Segment 4A/4B of the Hampton Roads Express Lane Network. The Segment 4A/4B project is located on I-64 EB and WB in the Cities of Newport News and Hampton extending from 1300' west of the Bland Boulevard overpass to the eastern end of the Armistead Avenue bridge for a total length of approximately 11.5 miles. The purpose is to convert the existing high occupancy vehicle (HOV) lane into a high occupancy toll (HOT) managed lane for the portion of the segment where these lanes are located. This portion of the segment is approximately 10.5 miles. For the approximate one-mile portion of the segment where there is no existing HOV lane, a general purpose (GP) lane will be converted to a HOT lane and the EB lanes will be widened to add a buffer between the proposed HOT lane and GP lane. The widening will maintain minimum shoulder width in both directions. The proposed improvements include the replacement of I-64 bridge EB over LaSalle Avenue. Interstate ramps will be realigned as needed. It is anticipated that approximately 15' of right of way will be acquired along the EB and WB directions with approximately 24 parcels impacted (to be verified at a later date). HDR will provide design and engineering support services required to produce a set of plans and specifications for advertisement.

The work associated with this Standard Project Agreement for the Segment 4A/4B Phase 1 Preliminary Engineering will complete tasks necessary to include this project in the 2045 Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP) and to advance this design-bid-build project to a Public Hearing which is planned/estimated for October 2021.

## APPENDIX B

### HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS

#### SEGMENT 4 A&B PRELIMINARY ENGINEERING (PHASE 1 PE)

##### PROJECT BUDGET AND PROJECT SCHEDULE

***Project Budget: SEGMENT 4A/4B PRELIMINARY ENGINEERING (Phase 1 PE):***  
\$5,916,425

Design Work/Engineering \$5,916,425.00

The work associated with this Standard Project Agreement for the Segment 4A/4B Phase 1 Preliminary Engineering will complete tasks necessary to include this project in the 2045 Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP) and to advance this design-bid-build project to a Public Hearing which is planned for October 2021.

These tasks include but are not limited to the following:

Aerial mapping, survey, subsurface utility designation, bridge investigation, traffic studies, scoping plan development, risk analysis & matrix, tolling infrastructure, pavement design, noise wall investigations, scoping level cost estimate & schedule refinements, development of HREL Network communication plan, public information meetings, other information meetings with localities and others as requested, NEPA Categorical Exclusion investigation and document, value engineering, LRTP inclusion coordination, TIP/STIP inclusion coordination and a public hearing.

***Project Schedule: SEGMENT 4A/4B PRELIMINARY ENGINEERING (Phase 1 PE)***  
***(dates are estimates):***

- Authorize PE – July 1, 2020
- Scoping/PFI – December 10, 2020
- Draft Document or CE – August 3, 2021
- Value Engineering – April 28, 2021
- LRTP Inclusion - June 18, 2021
- TIP & STIP Inclusion/ Verification – July/August 2021
- Public Hearing – October 1, 2021

**APPENDIX C  
FORM OF PAYMENT REQUISITION**

HRTAC Project Title and Number: Hampton Roads Express Lanes Network Elements, Segment 4A/4B Preliminary Engineering (Phase 1 PE) – UPC 117839

Project Scope/Services Description: Segment 4A/4B Preliminary Engineering (Phase 1 PE) that will complete tasks necessary to include this project in the 2045 LRTP, TIP/STIP and to advance the this design-bid-build project to Public Hearing which is planned/estimated for October 2021.

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

**EXHIBIT B**

**DETAILED PAYGO REQUEST**

Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 HRTAC Project Number: UPC 117839 Project Title: HRELN Segment 4A/4B  
 (Phase 1 PE)

<b>Cost Category</b>	<b>HRTAC Approved Project Costs</b>	<b>Total PayGo Requests Previously Received</b>		<b>PayGo Requisition Amount this Period</b>	<b>Remaining PAYGO Project Budget (Calculation)</b>
<b>Project Starting Balance</b>	\$5,916,425.00				\$ -
Design Work/Engineering	\$5,916,425.00	\$ -		\$ -	\$ -
Engineering	-	-		-	\$ -
Environmental Work	-	-		-	\$ -
Right-of-Way Work	-	-		-	\$ -
Construction	-	-		-	\$ -
Contract Administration	-	-		-	\$ -
Testing Services	-	-		-	\$ -
Inspection Services	-	-		-	\$ -
Capital Asset Acquisitions	-	-		-	\$ -
<b>Other (please explain)</b>	-	-		-	\$ -
<b>TOTALS</b>	\$5,916,425.00	\$ -		\$ -	\$ -

**LISTING OF ATTACHED INVOICES**

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

**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.

## CTB Decision Brief

### Authorization for the Commissioner of Highways to Enter into a Project Agreement Between VDOT and the Hampton Roads Transportation Accountability Commission Relating to Segments 1 (UPC 117840), 4A/4B (UPC 117839) and 4C (UPC 117841) of the Hampton Roads Express Lane Network

**Issue:** VDOT is requesting that the Commonwealth Transportation Board (CTB) authorize the Commissioner of Highways (Commissioner) to enter into standard project agreements (SPA) with the Hampton Roads Transportation Accountability Commission (HRTAC) to advance preliminary engineering for each of Segments 1, 4A/4B, and 4C of the Hampton Roads Express Lane Network (HREL) located in the Hampton Roads District.

#### **Facts:**

- VDOT has made briefings to the CTB, HRTAC, and Hampton Roads Transportation Planning Organization (HRTPO), demonstrating the operational benefits of the HREL network providing for continuous HOT lanes travel on Interstate 64 in Hampton Roads between the interchange of Interstate 64 and Jefferson Avenue in Newport News and the interchange of Interstates 64, 264, and 664 in the Bowers Hill section of Chesapeake.
- On May 21, 2020, the HRTPO identified and adopted the Regional Express Lanes Network, consistent with the HREL Network concept, “as a component of the Regional Priority Projects... identified by the HRTPO in its 2040 Long Range Transportation Plan to collectively provide the greatest impact on reducing congestion for the greatest number of citizens residing in Hampton Roads”, recommending the HRTAC pursue funding, development, and implementation for the network.
- On May 28, 2020, HRTAC voted to endorse inclusion of the HREL Network in the FY21-FY26 Plan of Finance – Six Year Operating and Capital Program and at their June 18, 2020 meeting approved the HRTAC Debt Management Plan to fund the HREL Network.
- The CTB and HRTAC developed and adopted the HREL Network concept of operation and approved the *Master Agreement for Development and Tolling of Hampton Roads Express Lanes Network* (MTA) on August 14, 2020, and August 18, 2020, respectively.
- Pursuant to the MTA, at such time as the Parties are prepared to commence the design and construction of any element of the HREL Project, VDOT and the Commission are to enter into a SPA for Funding and Administration, substantially in the form attached to the MTA as Exhibit 9, for such element (or sub-element), whereupon VDOT will procure all goods and services necessary to design and construct the applicable element of the HREL Project.

Preliminary Engineering work for the following segments of the HREL is ready to commence and will be addressed by three individual SPAs:

- Segment 1: Interstate 64 at the Interstate 564 Interchange in Norfolk to the Interstate 264 Interchange in Norfolk.

- Segment 4A/4B: Interstate 64 at the Jefferson Avenue Interchange in Newport News to the LaSalle Interchange in Hampton.
- Segment 4C: Interstate 64 at the LaSalle Interchange in Hampton to the Settlers Landing Interchange in Hampton

These SPAs will allow for the development of phase 1 of the preliminary engineering tasks necessary to: include these projects in the 2045 Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP); to prepare Segment 1 (a Design-Build project) for the Request for Qualifications advertisement; and to advance Segments 4A/4B (a Design-Bid-Build project) and 4C (a Design-Build project) to public hearings. The proposed SPAs for Segments 1, 4A/4B, and 4C are attached hereto as Exhibits A, B and C, respectively. Details concerning the preliminary engineering work and funding sources for each of the segments are set forth in Appendices A and B of each of the exhibits.

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

It is anticipated that HRTAC will convene a November 2020 Special Meeting to approve use of funds from the HRTAC funds and approve execution of the SPAs between VDOT and HRTAC relating to the use of said funds for the phase 1 preliminary engineering tasks for Segments 1, 4A/4B and 4C for the HREL Network.

**Recommendation:** VDOT recommends that the CTB delegate to the Commissioner the authority to enter into the HREL SPAs with HRTAC relating to the use of HRTAC funds for phase 1 preliminary engineering activities for Segments 1, 4A/4B and 4C of the Hampton Roads Express Lanes Network, attached hereto as Exhibits A, B and C, respectively with such changes and additions as the Commissioner of Highways deems necessary.

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

**Result, if Approved:** The Commissioner will be authorized to enter into the SPAs between VDOT and HRTAC for use of HRTAC Funds to pay the costs for phase 1 preliminary engineering activities for Segments 1, 4A/4B and 4C of the Hampton Roads Express Lanes Network, including but not limited to the tasks necessary to prepare Segment 1 (a Design-Build project) for the Request for Qualifications advertisement and to advance Segments 4A/4B (a Design-Bid-Build project) and 4C (a Design-Build project) towards Public Hearings.

**Options:** Approve, Deny or Defer

**Public Comments/Reactions:** N/A



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

1401 East Broad Street  
Richmond, Virginia 23219

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

*Item #2*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

November 24, 2020

#### MOTION

**Made By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_

**Action:** \_\_\_\_\_

**Title: Highway Naming: Renaming Route 1 to “Richmond Highway” in Prince William County**

**WHEREAS**, Prince William County requests that the Commonwealth Transportation Board (CTB) rename the portion of U.S. Route 1 within Prince William County from Jefferson Davis Highway to Richmond Highway; and

**WHEREAS**, U.S. Route 1 is currently named Richmond Highway in Virginia from the Washington, D.C. boundary to the northern boundary of Prince William County as it runs through the City of Alexandria, Arlington County and Fairfax County; and

**WHEREAS**, the Prince William Board of Supervisors seeks to rename the portion of U.S. Route 1 within Prince William County to Richmond Highway to be consistent with portions of the roadway to the north; and

**WHEREAS**, the Prince William Board of Supervisors expressed intent to rename U.S. Route 1 within Prince William County along with the intent to mitigate impacts of the renaming on small businesses with the issuance of directives in June and July of 2020; and

**WHEREAS**, in response to the directives, County staff have identified the necessary processes and policies to successfully implement the renaming of Route 1 within Prince William County with minimal impact to the residents and businesses of the County; and

**WHEREAS**, in accordance with § 33.2-213 of the *Code of Virginia*, Prince William County has requested, by resolution dated September 8, 2020, that the CTB rename the portion

of U.S. Route 1, Jefferson Davis Highway, located within the boundaries of Prince William County, to “Richmond Highway”; and

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

**WHEREAS**, the Prince William County Board of Supervisors, in its resolution dated September 8, 2020, indicated that Prince William County agrees to pay VDOT for the costs of producing, placing, and maintaining the signs calling attention to this naming and requested that the change be implemented on a schedule and in a manner agreed upon by VDOT and Prince William County.

**NOW THEREFORE BE IT RESOLVED**, pursuant to § 33.2-213 of the *Code of Virginia*, the CTB hereby renames U.S. Route 1, Jefferson Davis Highway, that is within the boundaries of Prince William County to “Richmond Highway”.

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

**BE IT FURTHER RESOLVED**, that VDOT is directed to implement the naming in coordination with Prince William County on a schedule and in a manner agreed upon by VDOT and Prince William County.

####

## CTB Decision Brief

### Highway Naming: Renaming Route 1 to “Richmond Highway” in Prince William County

**Issue:** Approval of the Commonwealth Transportation Board (CTB) is sought for the renaming of U.S. Route 1, Jefferson Davis Highway, within the boundaries of Prince William County, to “Richmond Highway”, as requested by Prince William County, pursuant to § 33.2-213 of the *Code of Virginia*.

**Facts:** The Prince William County Board of Supervisors enacted a resolution on September 8, 2020 requesting that the CTB rename the portion of U.S. Route 1 within Prince William County to “Richmond Highway”. As noted in that resolution, U.S. Route 1 is a significant corridor in Prince William County which spans the entire length of the eastern side of the County through three Magisterial Districts and is part of the State highway system.

The Prince William Board of County Supervisors initially expressed intent to rename U.S. Route 1 within Prince William County with the issuance of Directive 20-45 on June 16, 2020, and further expressed intent to mitigate impacts of renaming Route 1 within Prince William County on small businesses with the issuance of Directive 20-54 on July 14, 2020. In response to these Directives, Prince William County staff have identified the necessary processes and policies to successfully implement the renaming of Route 1 within Prince William County with minimal impact to the residents and businesses of the County.

U.S. Route 1 is currently named “Richmond Highway” in Virginia from the Washington, D.C. boundary line to the northern boundary line of Prince William County, through the jurisdictions of the City of Alexandria, Arlington County and Fairfax County. The Prince William County Board of Supervisors seeks to rename U.S. Route 1 within Prince William County to be consistent with portions of the roadway to the north, and has requested that the change be implemented on a schedule and in a manner agreed upon by the Virginia Department of Transportation and Prince William County.

Pursuant to § 33.2-213, the CTB has the power and duty to give suitable names to state highways, bridges, interchanges, and other transportation facilities and change the names of any highways, bridges, interchanges, or other transportation facilities forming a part of the systems of state highways, provided that, in a case such as this, the governing body within which the portion of the facility is located has passed a resolution requesting such naming. Pursuant to the statute, the Virginia Department of Transportation (VDOT) shall place and maintain appropriate signs indicating the names of highways, bridges, interchanges, and other transportation facilities named by the CTB, while the costs of producing, placing, and maintaining these signs shall be paid by the localities in which they are located.

**Recommendations:** VDOT recommends this request be approved.

**Action Required by CTB:** The *Code of Virginia*, § 33.2-213, requires a majority of the CTB members to approve a resolution naming a highway or bridge, as appropriate. A resolution will be provided for the CTB’s consideration.

**Result if Approved:** The segment of U.S. Route 1, Jefferson Davis Highway, that is within Prince William County, will be renamed to “Richmond Highway”, to be implemented on a schedule and in a manner agreed upon by the Virginia Department of Transportation and Prince William County, as requested by Prince William County. In accordance with § 33.2-213 of the *Code of Virginia*, Prince William County agrees, by a resolution of the Prince William County Board of Supervisors dated September 8, 2020, to pay the costs of producing, placing, and maintaining the signs calling attention to this naming.

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

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

**MOTION: BAILEY**

**September 8, 2020  
Regular Meeting**

**SECOND: FRANKLIN**

**Res. No. 20-627**

**ACTION: REQUEST THE COMMONWEALTH TRANSPORTATION BOARD CHANGE THE NAME OF ROUTE 1 IN PRINCE WILLIAM COUNTY FROM JEFFERSON DAVIS HIGHWAY TO RICHMOND HIGHWAY – VARIOUS MAGISTERIAL DISTRICTS**

**RE: APPROVED**

**WHEREAS**, Section 33.2-213 of the Code of Virginia grants authority to the Commonwealth Transportation Board to name highways, bridges, interchanges, and other transportation facilities in the state highway system; and

**WHEREAS**, Section 33.2-213 requires a resolution passed by the governing body of a locality and approval from the Commonwealth Transportation Board to change the name of a roadway in the state highway system; and

**WHEREAS**, Route 1 is a significant corridor in Prince William County, which spans the entire length of the eastern side of the County through three Magisterial Districts, and is part of the state highway system; and

**WHEREAS**, the Prince William Board of County Supervisors expressed intent to rename Route 1 / Jefferson Davis Highway with the issuance of Directive 20-45 on June 16, 2020; and

**WHEREAS**, the Prince William Board of County Supervisors further expressed intent to mitigate impacts of renaming Route 1 / Jefferson Davis Highway on small businesses with the issuance of Directive 20-54 on July 14, 2020; and

**WHEREAS**, in response to these Directives, County staff have identified the necessary processes and policies to successfully implement the renaming of Route 1 within Prince William with minimal impact to the residents and businesses of the County; and

**WHEREAS**, Route 1 is currently named Richmond Highway in Virginia, from the Washington D.C. boundary line to the northern boundary line of Prince William County, through the jurisdictions of the City of Alexandria and Counties of Arlington and Fairfax; and

**WHEREAS**, the Prince William Board of County Supervisors seek to rename Route 1 within Prince William County jurisdiction to Richmond Highway to be consistent with portions of the roadway to the north;

**September 8, 2020**  
**Regular Meeting**  
**Res. No. 20-627**  
**Page Two**

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby requests the Commonwealth Transportation Board change the name of Route 1 within the boundaries of Prince William County to Richmond Highway to be implemented on a schedule and in a manner agreed upon by the Virginia Department of Transportation and the County;

**BE IT FURTHER RESOLVED** that the costs of producing, placing, and maintaining the signs shall be paid by Prince William County, as required by Section 33.2-213, if the name change is approved by the Commonwealth Transportation Board.

**Votes:**

**Ayes:** Angry, Bailey, Boddye, Franklin, Lawson, Vega, Wheeler

**Nays:** None

**Absent from Vote:** Candland

**Absent from Meeting:** None

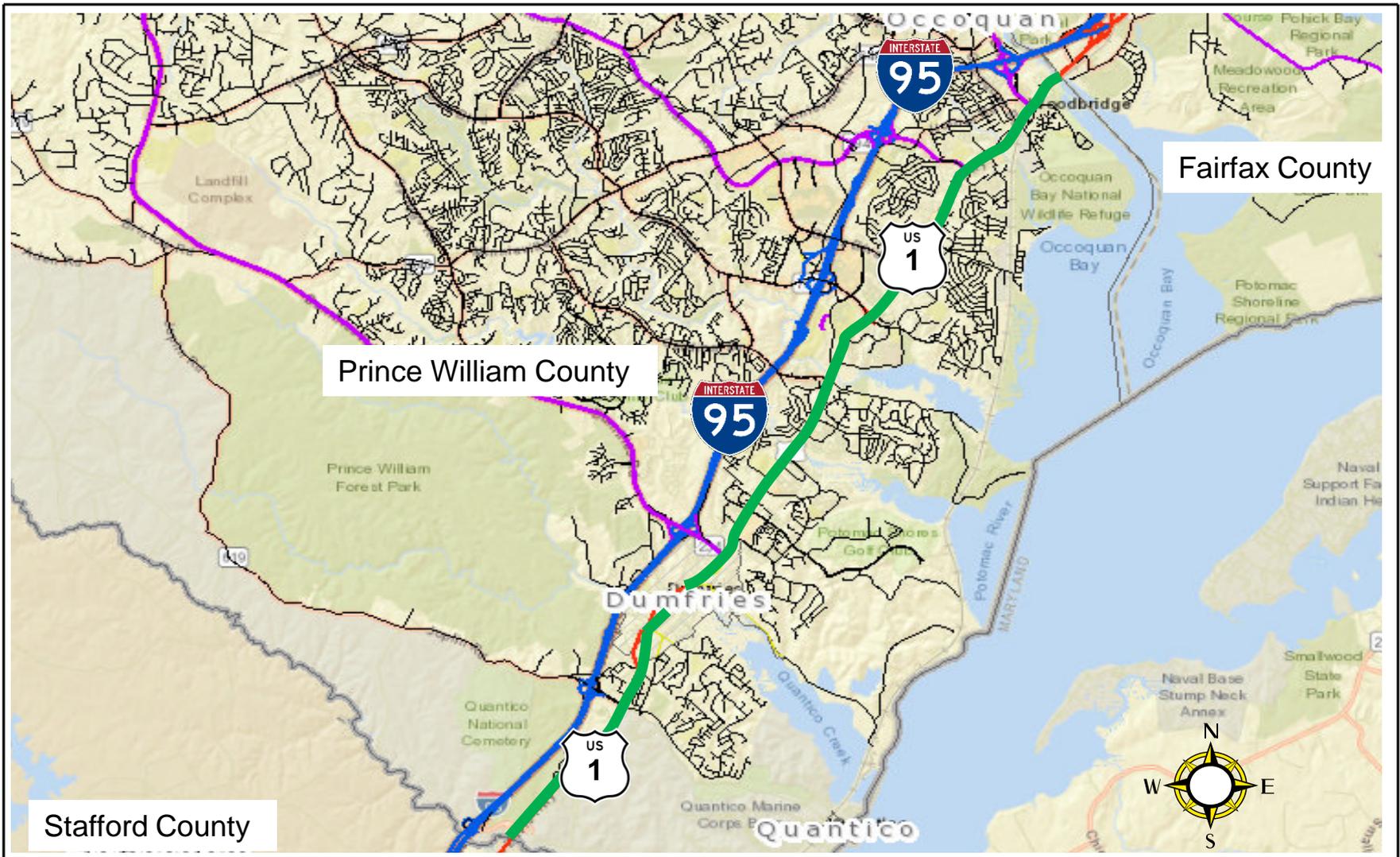
**For Information:**

Director of Transportation

ATTEST: \_\_\_\_\_

*Andrea P. Madden*

**Clerk to the Board**



Maintenance Division

CTB Meeting: November 24, 2020

Prince William County  
 Proposed Highway Segment Naming:  
**“Richmond Highway”**

 Proposed Highway Naming



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

1401 East Broad Street  
Richmond, Virginia 23219

(804) 786-2701  
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*Agenda item # 3*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**November 24, 2020**

#### **MOTION**

**Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_**

**Action: \_\_\_\_\_**

#### **Title: FY20-25 Six-Year Improvement Program Transfers for September 19, 2020 through October 23, 2020**

**WHEREAS**, Section 33.2-214(B) of the *Code of Virginia* requires the Commonwealth Transportation Board (Board) to adopt by July 1<sup>st</sup> of each year a Six-Year Improvement Program (Program) of anticipated projects and programs. On June 19, 2019, a resolution was approved to allocate funds for the Fiscal Years 2020 through 2025 Program; and

**WHEREAS**, Item 430 O.1 of Chapter 1289 of the 2020 Acts of Assembly provides that notwithstanding § 33.2-214, the Six-Year Improvement Program adopted June 19, 2019, and as amended shall remain in effect through June 30, 2021, or until a new Six-Year Improvement Program is adopted that is based on the official Commonwealth Transportation Fund revenue forecast reflecting the impacts of COVID-19 Pandemic; and

**WHEREAS**, the Board authorized the Commissioner, or his designee, to make transfers of allocations programmed to projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2020 through 2025 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2020 through 2025 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

Resolution of the Board

FY20-25 Six-Year Improvement Program Transfers for September 19, 2020 through October 23, 2020

November 24, 2020

Page 2 of 2

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

**WHEREAS**, 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

### FY2020-2025 Six-Year Improvement Program Transfers For September 19, 2020 through October 23, 2020

**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 19, 2019, 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 2020 through 2025 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2020 through 2025 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.

Item 430 O.1 of Chapter 1289 of the 2020 Acts of Assembly provides that notwithstanding § 33.2-214, the Six-Year Improvement Program adopted June 19, 2019, and as amended shall remain in effect through June 30, 2021, or until a new Six-Year Improvement Program is adopted that is based on the official Commonwealth Transportation Fund revenue forecast reflecting the impacts of COVID-19 Pandemic.

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 September 19, 2020 through October 23, 2020 is attached.

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

**Action Required by CTB:** The CTB will be presented with a resolution for a formal vote to adopt changes to the Program for Fiscal Years 2020– 2025 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.

Decision Brief

FY20-25 Six-Year Improvement Program Transfers for September 19, 2020 through October 23, 2020

November 24, 2020

Page 2 of 2

**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**

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	Route 83 Shoulder Initiative - Dickenson Co.& Wise Co.	112292	Bristol	I-81 Median Barrier Safety Initiative - Wythe/Smyth Co.	113659	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$400,000	\$1,371,500	\$1,371,500	29.2%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a scheduled project to fund a scheduled project.
2	Bristol	#SGR Bristol - Local SGR Paving - Balance Entry	T9533	Bristol	#SGR21LP Commonwealth Avenue Primary Extension Paving	116923	SGR - State (SS0100)	\$90,875	\$90,875	\$90,875	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
3	Bristol	#SGR Bristol - Local SGR Paving - Balance Entry	T9533	Bristol	#SGR21LP North Main Street-Primary Extension Paving	116934	SGR - State (SS0100)	\$399,895	\$399,895	\$399,895	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
4	Bristol	#SGR Bristol - Local SGR Paving - Balance Entry	T9533	Bristol	#SGR21LP Park Avenue NE-Primary Extension Paving	116935	SGR - State (SS0100)	\$303,466	\$303,466	\$447,581	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
5	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Bristol	GREENBELT RIVER BEND	116943	TAP Statewide (CF6100)	\$500,000	\$625,000	\$642,629	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
6	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Bristol	PEDESTRIAN CONNECTOR - PHASE II	116944	TAP <5K (CF6700)	\$389,867	\$487,334	\$487,334	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
7	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Bristol	HERITAGE WALK MUSEUM CONNECTOR	116945	TAP Statewide (CF6100)	\$520,032	\$650,040	\$650,040	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
8	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Bristol	LEE HWY SHARED-USE PATH - PHASE I	116946	TAP 5-200K (CF6600)	\$202,776	\$253,470	\$253,470	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
9	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Bristol	PARK BOULEVARD SIDEWALK	116947	TAP 5-200K (CF6600)	\$309,600	\$387,000	\$668,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
10	Bristol	#SGR Bristol - VDOT SGR Paving - Balance Entry	T13918	Bristol	#SGR21VP CY21 GRAYSON WYTHE PRIMARY PM1J	117061	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700)	\$4,563,245	\$4,563,245	\$5,063,245	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
11	Bristol	#SGR Bristol - VDOT SGR Paving - Balance Entry	T13918	Bristol	#SGR21VP CY21 LEE PRIMARY PM1K	117062	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700)	\$1,867,278	\$1,867,278	\$1,917,278	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
12	Bristol	#SGR Bristol - Local SGR Paving - Balance Entry	T9533	Bristol	#SGR21LP Tazewell Avenue-Primary Extension Paving	117080	SGR - State (SS0100)	\$184,745	\$184,745	\$184,745	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
13	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Bristol	#81CIP DETOUR SIGNAL UPGRADES FOR BRISTOL & WYTHEVILLE	117951	I-81 Corridor Funds - State (CS9181)	\$3,967,047	\$3,967,047	\$3,967,047	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to a scheduled project.
14	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Bristol	#81CIP DETOUR SIGNAL UPGRADES FOR ABINGDON & MARION	117952	I-81 Corridor Funds - State (CS9181)	\$4,050,619	\$4,050,619	\$4,050,619	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to a scheduled project.
15	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Bristol	#81CIP DETOUR SIGNAL UPGRADES FOR VDOT MAINTAINED SIGNAL	117954	I-81 Corridor Funds - State (CS9181)	\$982,334	\$982,334	\$982,334	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to a scheduled project.
16	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Bristol	GLADE SPRING PAVILION POINT SIDEWALK	118216	TAP Statewide (CF6100)	\$225,456	\$281,820	\$281,820	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
17	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	W. Main Steet Sidewalk Extension	111396	TAP <5K (CF6700)	\$772,769	\$2,463,257	\$1,451,257	31.4%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
18	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	TABOR/HILLTOP PEDESTRIAN IMPROVEMENTS	116914	TAP 5-200K (CF6600), TAP Statewide (CF6100)	\$362,000	\$452,500	\$1,205,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
19	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	TIMBER FENCE TRAIL - SEGMENT 2	116915	TAP >200K : Northern Virginia (CF6M10)	\$407,112	\$508,890	\$508,890	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
20	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	DOWNTOWN PEDESTRIAN IMPROVEMENTS PHASE 1	116916	TAP <5K (CF6700)	\$320,000	\$400,000	\$400,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
21	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	SRTS: GORDON-BARBOUR ACCESS IMPROVEMENTS	116917	TAP <5K (CF6700)	\$451,184	\$563,980	\$563,980	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
22	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	SRTS GRACE MILLER ELEMENTARY SCHOOL	116918	TAP <5K (CF6700), TAP 5-200K (CF6600), TAP Statewide (CF6100)	\$542,460	\$678,075	\$678,075	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
23	Culpeper	#SGR Culpeper - VDOT SGR Paving - Balance Entry	T13512	Culpeper	#SGR21VP PM7D-967-F21,P401 Interstate Plant Mix	116991	SGR Paving State (SSP700)	\$807,764	\$807,764	\$807,764	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
24	Culpeper	#SGR Culpeper - VDOT SGR Paving - Balance Entry	T13512	Culpeper	#SGR21VP PM7D-967-F21,P401 Primary Plant Mix	116992	SGR Paving State (SSP700)	\$1,095,016	\$1,095,016	\$1,095,016	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
25	Culpeper	#SGR Culpeper - VDOT SGR Paving - Balance Entry	T13512	Culpeper	#SGR21VP PM7E-967-F21,P401 Primary Plant Mix	116993	SGR Paving State (SSP700)	\$1,559,642	\$1,559,642	\$1,559,642	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
26	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	TOWN OF MADISON MAIN STREET SIDEWALK	118087	TAP <5K (CF6700)	\$230,578	\$288,223	\$288,223	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
27	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	IRA HOFFMAN LANE SIDEWALK EXTENSION	118088	TAP Statewide (CF6100)	\$397,629	\$497,036	\$497,036	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
28	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	SPERRYVILLE PIKE SIDEWALK EXTENSION	118089	TAP Statewide (CF6100)	\$637,513	\$796,891	\$796,891	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
29	Culpeper, Statewide	#SGR Culpeper - Local SGR Paving - Balance Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9557	Culpeper	#SGR21LP - RTE 250 SGR PAVING	T24189	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$374,644	\$374,644	\$374,644	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
30	Culpeper, Statewide	#SGR Culpeper - Local SGR Paving - Balance Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9557	Culpeper	#SGR21LP - RTE 250 BYPASS SGR PAVING	T24197	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$242,619	\$242,619	\$242,619	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
31	Fredericksburg	DISTRICT-WIDE HIGH VISIBILITY BACKPLATES	116484	Fredericksburg	DISTRICT-WIDE HIGH VISIBILITY BACKPLATES	116805	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$332,640	\$332,640	\$332,640	100.0%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to a scheduled project.
32	Fredericksburg	#SGR Fredericksburg-VDOT SGR Paving-Balance Entry	T13516	Fredericksburg	#SGR21VP - PM-6S-21 Asphalt Saluda Res. Primary System	117032	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111)	\$3,479,937	\$3,479,937	\$3,479,937	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
33	Fredericksburg, Statewide	#SGR Fredericksburg-Local SGR Paving-Balance Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9572	Fredericksburg	#SGR21LP - CITY OF FREDERICKSBURG PLANK RD 3 E	117114	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$400,000	\$400,000	\$400,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
34	Fredericksburg, Statewide	#SGR Fredericksburg-Local SGR Paving-Balance Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9572	Fredericksburg	#SGR21LP - CITY OF FREDERICKSBURG PLANK RD 3 E (291)	117142	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$400,000	\$400,000	\$400,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
35	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Fredericksburg	VCR TRAIL - TAP	117899	TAP 5-200K (CF6600)	\$250,630	\$313,288	\$313,286	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
36	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Fredericksburg	STAFFORDBORO BOULEVARD SIDEWALK	117937	TAP Statewide (CF6100)	\$862,000	\$1,077,500	\$1,077,500	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
37	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Fredericksburg	RICHMOND COUNTY MULTI-USE TRAIL (PHASE I)	117945	TAP 5-200K (CF6600), TAP Statewide (CF6100)	\$427,193	\$533,991	\$533,992	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
38	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Fredericksburg	MARY WASHINGTON HOSPITAL CONNECTOR	117946	TAP 5-200K (CF6600), TAP Statewide (CF6100)	\$212,800	\$266,000	\$266,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
39	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Fredericksburg	DELTAVILLE MULTI-MODAL PROJECT	117991	TAP Statewide (CF6100)	\$800,940	\$1,001,175	\$1,001,175	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
40	Hampton Roads	MMMBT Traffic & Safety Improvements	108666	Hampton Roads	CITYWIDE ITS UPGRADES - MULTI LOCATIONS	100608	ITTF - State (HS7100)	\$1,119,071	\$1,863,646	\$1,863,647	60.0%	Transfer of surplus funds recommended by District and Operations Division from an underway project to fund a completed project.
41	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Church Street Pedestrian Improvements	117038	TAP >200K : Hampton Roads (CF6M30), TAP Statewide (CF6100)	\$400,000	\$500,000	\$500,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
42	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Old Buckroe Rd Pedestrian Improvements	117102	TAP >200K : Hampton Roads (CF6M30)	\$414,849	\$518,561	\$1,050,251	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
43	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Independence Blvd/Columbus St Pedestrian Improvements	117117	TAP >200K : Hampton Roads (CF6M30), TAP Statewide (CF6100)	\$352,856	\$441,070	\$511,385	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
44	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Sandbridge Road Sidewalk	117118	TAP >200K : Hampton Roads (CF6M30), TAP Statewide (CF6100)	\$543,446	\$679,307	\$787,603	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
45	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Parliament Drive Phase I Sidewalk	117119	TAP >200K : Hampton Roads (CF6M30), TAP Statewide (CF6100)	\$747,537	\$934,421	\$1,083,386	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
46	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Mallory St Reconstruction for Bike Lanes	117120	TAP >200K : Hampton Roads (CF6M30), TAP Statewide (CF6100)	\$758,400	\$948,000	\$960,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
47	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Portsmouth Pedestrian Enhancements	117121	TAP Statewide (CF6100)	\$310,900	\$388,625	\$388,625	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
48	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Curlew Drive Multi-Use Path	117122	TAP >200K : Hampton Roads (CF6M30), TAP Statewide (CF6100)	\$766,400	\$958,000	\$958,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
49	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	West Queens Drive Sidewalk	117125	TAP Statewide (CF6100)	\$104,460	\$130,575	\$130,575	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
50	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Tidewater Drive Sidewalk at I-64	117131	TAP >200K : Hampton Roads (CF6M30), TAP Statewide (CF6100)	\$1,714,160	\$2,142,700	\$2,142,700	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
51	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 109-City of Emporia 274 Main St N	117144	SGR - State (SS0100)	\$409,065	\$409,065	\$409,065	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
52	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Hampton 447 Mercury Blvd W	117145	SGR - State (SS0100)	\$565,000	\$565,000	\$565,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
53	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 114-City of Hampton 425 Power Plant Parkway	117146	SGR - State (SS0100)	\$482,000	\$482,000	\$482,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
54	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 114-City of Hampton 376 Cunningham Drive	117147	SGR - State (SS0100)	\$166,000	\$166,000	\$166,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
55	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 109-City of Emporia 275 Main St N	117148	SGR - State (SS0100)	\$348,089	\$348,089	\$348,089	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
56	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 134-City of Virginia Beach 2078 S Military Hwy	117149	SGR - State (SS0100)	\$750,000	\$750,000	\$855,803	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
57	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Suffolk 1860 Whaleyville Blvd	117150	SGR - State (SS0100)	\$233,764	\$233,764	\$241,374	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
58	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Newport News 749 J. Clyde Morris Blvd	117151	SGR - State (SS0100)	\$681,380	\$681,380	\$681,380	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
59	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Suffolk 1861 Whaleyville Blvd	117152	SGR - State (SS0100)	\$235,934	\$235,934	\$243,545	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
60	Hampton Roads	#SGR Hampton Roads-VDOT SGR Paving-Balance Entry	T13509	Hampton Roads	#SGR21VP - 2021 Williamsburg Residency Plant Mix	117153	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111)	\$1,003,283	\$1,003,283	\$1,013,295	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
61	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Suffolk 1821 Kings Hwy	117154	SGR - State (SS0100)	\$234,961	\$234,961	\$242,572	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
62	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Virginia Beach 2003 N Landing Rd	117155	SGR - State (SS0100)	\$275,000	\$275,000	\$389,894	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
63	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Virginia Beach 2095 VA Beach Blvd	117156	SGR - State (SS0100)	\$475,000	\$475,000	\$621,461	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
64	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Suffolk 1813 Carolina Rd	117157	SGR - State (SS0100)	\$234,961	\$234,961	\$242,572	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
65	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 133-City of Suffolk 1814 Carolina Rd	117158	SGR - State (SS0100)	\$234,961	\$234,961	\$242,572	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
66	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP City of Suffolk 1906 Franklin Bypass	117159	SGR - State (SS0100)	\$325,418	\$325,418	\$333,028	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
67	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 131-City of Chesapeake 1626 Kempsville Rd WB	117160	SGR - State (SS0100)	\$403,220	\$403,220	\$403,220	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
68	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 131-City of Chesapeake 1621 Kempsville Rd EB	117161	SGR - State (SS0100)	\$403,220	\$403,220	\$403,220	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
69	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 131-City of Chesapeake 1622 Kempsville Rd	117163	SGR - State (SS0100)	\$92,640	\$92,640	\$92,640	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
70	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 131-City of Chesapeake 1539 Mount Pleasant Rd	117164	SGR - State (SS0100)	\$292,517	\$292,517	\$292,517	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
71	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 137-City of Williamsburg 2188 Jamestown Rd	117165	SGR - State (SS0100)	\$407,150	\$407,150	\$407,150	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
72	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 137-City of Williamsburg 2196 S Henry St	117167	SGR - State (SS0100)	\$258,800	\$258,800	\$258,800	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
73	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 137-City of Williamsburg 2197 S Henry St	117170	SGR - State (SS0100)	\$335,100	\$335,100	\$335,100	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
74	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 131-City of Chesapeake 1522 Mount Pleasant Rd	117184	SGR - State (SS0100)	\$308,403	\$308,403	\$308,403	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
75	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR21LP 114-City of Hampton 360 Armistead Ave N	117196	SGR - State (SS0100)	\$287,000	\$287,000	\$287,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
76	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Hampton Roads	Parksley Connects	T23804	TAP Statewide (CF6100)	\$329,190	\$411,487	\$1,784,723	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
77	Lynchburg	#SGR LYNCHBURG - VDOT SGR PAVING - BALANCE ENTRY	T17837	Lynchburg	#SGR21VP PM3D21 PRINCE EDWARD COUNTY PLANT MIX (P)	116998	SGR Paving State (SSP700)	\$1,533,496	\$1,533,496	\$1,533,496	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
78	Lynchburg	#SGR LYNCHBURG - VDOT SGR PAVING - BALANCE ENTRY	T17837	Lynchburg	#SGR21VP PM3B21 CAMPBELL COUNTY PLANT MIX (P)	117002	SGR Paving State (SSP700)	\$829,440	\$829,440	\$829,440	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
79	Lynchburg	#SGR LYNCHBURG - VDOT SGR PAVING - BALANCE ENTRY	T17837	Lynchburg	#SGR21VP PM3F21 PITTSYLVANIA COUNTY PLANT MIX (P)	117003	SGR Paving State (SSP700)	\$2,023,893	\$2,023,893	\$2,023,893	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
80	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Lynchburg	#TAP21 AUDUBON DRIVE - CONSTRUCT SIDEWALK	117938	TAP 5-200K (CF6600)	\$315,280	\$394,100	\$394,100	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
81	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Lynchburg	#TAP21 RTE 47 - CONSTRUCT SIDEWALK	117940	TAP >5K (CF6700)	\$363,812	\$454,765	\$454,765	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
82	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Lynchburg	#TAP21 BUS 29 (MAIN STREET) - CONSTRUCT SIDEWALK	117941	TAP >5K (CF6700), TAP Statewide (CF6100)	\$748,632	\$935,790	\$935,790	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
83	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Lynchburg	#TAP21 KEMPER ROAD - CONSTRUCT SIDEWALK	117942	TAP Statewide (CF6100)	\$349,600	\$437,000	\$437,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
84	Lynchburg	#SGR LYNCHBURG - LOCAL SGR PAVING - BALANCE ENTRY	T9603	Lynchburg	#SGR21LP RTE 501 - (ID6619) RESURFACING (WILBORN AVE)	118112	SGR - State (SS0100)	\$65,316	\$65,316	\$65,316	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
85	Lynchburg, Statewide	#SGR LYNCHBURG - LOCAL SGR PAVING - BALANCE ENTRY, PRIMARY EXTENSIONS PROGRAM	T15494, T9603	Lynchburg	#SGR21LP RTE 58 WBL - (ID6591) RESURFACING (SOUTH BOSTON RD)	118113	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$970,316	\$970,316	\$970,316	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
86	Lynchburg	#SGR LYNCHBURG - LOCAL SGR PAVING - BALANCE ENTRY	T9603	Lynchburg	#SGR21LP BUS 58 EBL - (ID6590) RESURFACING (RIVERSIDE DR)	118114	SGR - State (SS0100)	\$523,182	\$523,182	\$523,182	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
87	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	TOWN OF CLIFTON STREETScape PROJECT - PHASE II	109949	TAP Statewide	\$453,259	\$1,626,833	\$203,568	27.9%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
88	Northern Virginia	ROUTE 29 WIDENING - PH I	110330	Northern Virginia	ROUTE 50 AND WAPLES MILL ROAD INTERSECTION IMPROVEMENTS	113517	Concession Funds (CSC210)	\$510,746	\$2,510,746	\$2,510,746	20.3%	Transfer of surplus funds recommended by District and Financial Planning Division from a completed project to a scheduled project.
89	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	SAGER AVENUE SIDEWALK	118234	TAP Statewide (CF6100)	\$424,000	\$530,000	\$530,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
90	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	CITY OF FAIRFAX BIKE SHARE	118235	TAP Statewide (CF6100)	\$336,800	\$421,000	\$421,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
91	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	SHREVEWOOD ES SRTS	118236	TAP Statewide (CF6100)	\$560,000	\$700,000	\$700,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
92	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	ORANGE HUNT ES SRTS	118237	TAP >200K : Northern Virginia (CF6M10)	\$160,000	\$200,000	\$200,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
93	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	COLUMBIA PIKE COMPLETE STREETS - PHASE I	118238	TAP >200K : Northern Virginia (CF6M10)	\$780,000	\$975,000	\$975,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
94	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	BIKESHARE STATIONS	T23714	TAP Statewide (CF6100)	\$217,920	\$272,400	\$272,400	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
95	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	OLD BRIDGE RD SW-OAKWOOD TO FOREST HILLS	T23720	TAP >200K : Northern Virginia (CF6M10)	\$1,360,000	\$1,700,001	\$1,700,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
96	Northern Virginia	#SGR Northern Virginia-Local SGR Paving-Bal Entry	T9618	Northern Virginia	#SGR21LP DUKE STREET EB PRIMARY EXTENSION PAVING	T23820	SGR - State (SS0100)	\$750,000	\$750,000	\$750,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
97	Northern Virginia, Statewide	#SGR Northern Virginia-Local SGR Paving-Bal Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9618	Northern Virginia	#SGR21LP DUKE STREET WB PRIMARY EXTENSION PAVING	T23821	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$750,000	\$750,000	\$750,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
98	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	ROUND HILL GREENWAY	T24331	Local Funds for Enhancement Projects (NPL206), TAP >200K : Northern Virginia (CF6M10), TAP Statewide (CF6100)	\$766,666	\$958,333	\$1,700,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
99	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	BIKESHARE EXPANSION - FAIRFAX COUNTY	T24533	TAP Statewide (CF6100)	\$500,000	\$625,000	\$625,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
100	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	WELLINGTON ROAD SHARED-USE PATH GAP	T24663	TAP >200K : Northern Virginia (CF6M10)	\$675,092	\$843,865	\$843,865	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
101	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Northern Virginia	W&OD TRAIL AT-GRADE IMPROVEMENTS	T24683	TAP >200K : Northern Virginia (CF6M10)	\$1,157,162	\$1,446,452	\$1,446,453	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
102	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	TAP - APPOMATTOX RIVER TRAIL - Phase 5	107533	TAP Statewide (CF6100)	\$295,339	\$1,246,162	\$1,285,253	23.7%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
103	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	1ST, 2ND & 3RD STREET BIKE LANES	109294	TAP Statewide (CF6100)	\$240,000	\$654,323	\$354,323	36.7%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
104	Richmond	#SGR Richmond - VDOT SGR Paving - Balance Entry	T13515	Richmond	#SGR21VP F21 SGR Plant Mix Interstate PM4S-964-F21	116961	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700)	\$6,326,055	\$6,326,055	\$6,326,055	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
105	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Tredegar Street	117943	TAP Statewide (CF6100)	\$304,000	\$380,000	\$380,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
106	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Green ES SRTS Phase II	118060	TAP >200K : Richmond (CF6M20)	\$540,000	\$675,001	\$675,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
107	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	State Route 161 Bike- Phase I	118061	TAP >200K : Richmond (CF6M20)	\$400,000	\$500,000	\$500,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
108	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Brown's Island Connector-Phase III	118062	TAP Statewide (CF6100)	\$200,000	\$250,000	\$250,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
109	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Maymont Sidewalk- Phase II	118063	TAP >200K : Richmond (CF6M20)	\$344,000	\$430,000	\$430,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
110	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	State Route 161 Bike- Phase II	118064	Local Funds for Enhancement Projects (NPL206), TAP >200K : Richmond (CF6M20), TAP Statewide (CF6100)	\$440,000	\$550,001	\$499,778	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
111	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Lakeside Community Trail Phase 1	118065	TAP Statewide (CF6100)	\$1,037,472	\$1,296,840	\$1,823,840	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
112	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Courthouse (Courts Complex - RT10) Trail	118066	TAP >200K : Richmond (CF6M20)	\$440,000	\$550,000	\$550,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
113	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	RT 1 (Gettings - Dwight) SW/Bike Project	118067	Local Funds for Enhancement Projects (NPL206), TAP >200K : Richmond (CF6M20)	\$460,000	\$575,001	\$575,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
114	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Pedestrian HAWK Signal at RT 1 & Marina	118068	TAP >200K : Richmond (CF6M20)	\$380,800	\$476,000	\$476,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
115	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Heritage Trail Park Trail Head Ramp	118069	TAP >5K (CF6700)	\$471,812	\$589,765	\$589,765	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
116	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Sharp Street Improvements	118070	TAP >5K (CF6700)	\$514,121	\$642,651	\$642,651	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
117	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Colonial Heights High School Sidewalks	118071	TAP >200K : Tri-Cities (CF6MB0), TAP Statewide (CF6100)	\$568,675	\$710,844	\$710,844	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
118	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Richmond	Lakeside Community Trail Phase 2	118091	TAP Statewide (CF6100)	\$1,899,464	\$2,374,330	\$2,971,330	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
119	Richmond	#SGR Richmond - Local SGR Paving - Balance Entry	T9633	Richmond	#SGR21LP 127-City of Richmond 1232 Bells Rd W	T24068	SGR - State (SS0100)	\$178,764	\$178,764	\$178,764	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
120	Richmond, Statewide	#SGR Richmond - Local SGR Paving - Balance Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9633	Richmond	#SGR21LP - City of Richmond 1254 Bells Rd E	T24071	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$143,296	\$143,296	\$143,296	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
121	Richmond	#SGR Richmond - Local SGR Paving - Balance Entry	T9633	Richmond	#SGR21LP - City of Richmond 1234 Belt Blvd N	T24072	SGR - State (SS0100)	\$299,911	\$299,911	\$299,911	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
122	Richmond	#SGR Richmond - Local SGR Paving - Balance Entry	T9633	Richmond	#SGR21LP - City of Richmond 1233 Bell Rd W	T24075	SGR - State (SS0100)	\$207,471	\$207,471	\$207,471	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
123	Richmond	#SGR Richmond - Local SGR Paving - Balance Entry	T9633	Richmond	#SGR21LP - City of Richmond 1229 Chippenham Parkway S	T24076	SGR - State (SS0100)	\$301,718	\$301,718	\$301,718	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
124	Richmond	#SGR Richmond - Local SGR Paving - Balance Entry	T9633	Richmond	#SGR21LP - City of Richmond 1230 Chippenham Pkwy S	T24077	SGR - State (SS0100)	\$367,462	\$367,462	\$367,462	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
125	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Richmond	#SGR21LP - City of Hopewell 509 Oaklawn Blvd.	T24083	CTB Formula - Paving for Primary Extensions (CS0170)	\$332,665	\$332,665	\$332,665	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
126	Richmond	#SGR Richmond - Local SGR Paving - Balance Entry	T9633	Richmond	#SGR21LP - City of Petersburg 1029 East Washington Street	T24092	SGR - State (SS0100)	\$465,825	\$465,825	\$465,825	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
127	Richmond, Statewide	#SGR Richmond - Local SGR Paving - Balance Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9633	Richmond	#SGR21LP - City of Petersburg 1064 S Crater Rd	T24098	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$565,758	\$565,758	\$565,758	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
128	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Richmond	#SGR21LP - City of Petersburg 1048 S Crater Rd	T24099	CTB Formula - Paving for Primary Extensions (CS0170)	\$464,200	\$464,200	\$464,200	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
129	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	Roanoke River Greenway, Parkway Crossing	113356	TAP >200K : Roanoke (CF6M40), TAP Statewide (CF6100)	\$200,000	\$708,258	\$708,258	28.2%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
130	Staunton	#I81CIP NB & SB MM 221 TO 225, 3-LANE WIDENING (ID #61), #I81CIP NB & SB MM 242 TO 248, 3-LANE WIDENING (ID #62)	116269, 116280	Salem	#I81CIP MM136 TO MM142 ADD LANE IN EACH DIRECTION (ID #39)	116203	I-81 Corridor Funds - State (CS9181)	\$152,450,016	\$292,480,260	\$292,480,260	52.1%	Transfer of surplus funds recommended by District from scheduled projects to fund a scheduled project.
131	Salem	#SGR Salem - VDOT SGR Paving - Balance Entry	T13517	Salem	#SGR21VP FY21 Plant Mix Districtwide Primaries	116990	SGR Paving Federal NHPP (SFP110), SGR Paving Soft Match NHPP (SFP111), SGR Paving State (SSP700)	\$8,030,000	\$8,030,000	\$8,030,000	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
132	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Salem	#81 CIP DETOUR IMPROVEMENTS - CITY OF SALEM & CITY OF RNKE	117972	I-81 Corridor Funds - State (CS9181)	\$2,800,000	\$2,800,000	\$2,800,000	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to fund a scheduled project.
133	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	East Main Street Sidewalk Improvements - Radford	117992	TAP Statewide (CF6100)	\$381,539	\$476,924	\$476,924	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
134	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	W. Main Pedestrian Improvements North - Pulaski	117993	TAP Statewide (CF6100)	\$462,281	\$577,851	\$577,851	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
135	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	9th Street Multimodal Improvements	117994	TAP >200K : Roanoke (CF6M40), TAP Statewide (CF6100)	\$500,000	\$625,000	\$625,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
136	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	Glade Creek Greenway Phase 2B	117995	TAP >200K : Roanoke (CF6M40), TAP Statewide (CF6100)	\$380,800	\$476,000	\$476,000	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
137	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	W. Main Pedestrian Improvements South - Pulaski	117996	TAP 5-200K (CF6600)	\$388,841	\$486,051	\$486,051	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
138	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	N. Franklin/Wades Ped. Improvements	117997	TAP Statewide (CF6100)	\$167,773	\$209,716	\$209,716	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
139	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Salem	S. Franklin/First Ped. Improvements	117998	TAP 5-200K (CF6600)	\$162,634	\$203,292	\$203,292	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
140	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Salem	#81 CIP DETOUR IMPROVEMENTS - SIGNAL COMMS SALEM DIST.	118034	I-81 Corridor Funds - State (CS9181)	\$450,000	\$450,000	\$450,000	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to fund a scheduled project.
141	Salem	#SGR Salem - Local SGR Paving - Balance Entry	T9648	Salem	#SGR21LP - Christiansburg FKEY 2437 Roanoke St	118170	SGR - State (SS0100)	\$951,911	\$951,911	\$951,911	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
142	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Salem	#SGR21LP - Pulaski FKEY 1142 Randolph Ave	118171	CTB Formula - Paving for Primary Extensions (CS0170)	\$274,341	\$274,341	\$274,341	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
143	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Salem	#SGR21LP - Pulaski FKEY 1153 Lee Hwy	118172	CTB Formula - Paving for Primary Extensions (CS0170)	\$213,310	\$213,310	\$213,310	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
144	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Salem	#SGR21LP - Pulaski FKEY 1144 W Main St	118173	CTB Formula - Paving for Primary Extensions (CS0170)	\$155,815	\$155,815	\$155,815	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
145	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Salem	#SGR21LP - Pulaski FKEY 1145 E Main St	118174	CTB Formula - Paving for Primary Extensions (CS0170)	\$172,445	\$172,445	\$172,445	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
146	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Salem	#SGR21LP - Radford FKEY 1168 W Main St	118175	CTB Formula - Paving for Primary Extensions (CS0170)	\$170,029	\$170,029	\$170,029	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.
147	Salem, Statewide	#SGR Salem - Local SGR Paving - Balance Entry, PRIMARY EXTENSIONS PROGRAM	T15494, T9648	Salem	#SGR21LP - Roanoke FKEY 1364 Hollins Rd NE	118180	CTB Formula - Paving for Primary Extensions (CS0170), SGR - State (SS0100)	\$428,670	\$428,670	\$428,670	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District and Statewide Balance Entry line items to fund a scheduled project.
148	Salem	#SGR Salem - Local SGR Paving - Balance Entry	T9648	Salem	#SGR21LP - Roanoke FKEY 1364 Hollins Rd NE	118182	SGR - State (SS0100)	\$77,889	\$77,889	\$77,889	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
149	Salem	#SGR Salem - Local SGR Paving - Balance Entry	T9648	Salem	#SGR21LP - Roanoke FKEY 1366 Plantation Rd NE	118183	SGR - State (SS0100)	\$738,063	\$738,063	\$738,063	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
150	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Salem	#SGR21LP - Roanoke FKEY 1370 Riverland Rd SE	118184	CTB Formula - Paving for Primary Extensions (CS0170)	\$251,977	\$251,977	\$251,977	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to fund a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
151	Salem	#SGR Salem - Local SGR Paving - Balance Entry	T9648	Salem	#SGR21LP - Martinsville FKEY 648 S Memorial Blvd	118185	SGR - State (SS0100)	\$295,000	\$295,000	\$295,000	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to fund a scheduled project.
152	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Salem	#81 CIP DETOUR IMPROVEMENTS- CHRISTIANSBURG, RADFORD, PULASKI	T24634	I-81 Corridor Funds - State (CS9181)	\$4,700,000	\$4,700,000	\$4,700,000	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to fund a scheduled project.
153	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	MAPLE AVENUE STREETScape	75269	TAP Statewide (CF6100)	\$260,963	\$1,012,211	\$657,020	25.8%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
154	Staunton	#SGR18VB - W Main St Bridge Rehab/Replace over Hawksbill Crk, Improve Intersection on W Main Street at Memorial Drive	103088, 107145	Staunton	Memorial Drive Improvements	112940	Revenue Sharing Local Match (NPL201), Revenue Sharing State Match (CNS202)	\$1,006,134	\$2,658,198	\$3,154,170	37.9%	Transfer of surplus funds recommended by District and Local Assistance Division from underway projects to a scheduled project.
155	Staunton	Reconstruct Massanetta Springs Rd.	105706	Staunton	Spotswood HS Dual LTL with Dual Ln Ent	112941	Revenue Sharing Local Match (CNL201), Revenue Sharing State Match (CNS202)	\$200,862	\$700,862	\$700,862	28.7%	Transfer of surplus funds recommended by District and Local Assistance Division from an underway project to a scheduled project.
156	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	MOSBY BOULEVARD SIDEWALK CONNECTIVITY	116853	TAP >5K (CF6700)	\$123,353	\$154,191	\$154,191	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
157	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	RTE 11 MAIN STREET BIKE PED CONNECTIONS	116854	TAP Statewide (CF6100)	\$355,404	\$444,255	\$678,875	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
158	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	NORTH STUART AVENUE SIDEWALK EXTENSION	116855	TAP >5K (CF6700)	\$387,209	\$484,011	\$484,011	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
159	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	GARBERS CHURCH ROAD BIKE-BUGGY LANE	116856	TAP 5-200K (CF6600), TAP Statewide (CF6100)	\$280,000	\$352,000	\$2,036,303	79.5%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
160	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	ROUTE 800 PEDESTRIAN ACCESS IMPROVEMENTS	116857	TAP >5K (CF6700), TAP Statewide (CF6100)	\$308,756	\$385,945	\$385,945	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
161	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	BOSCAWEN STREET PEDESTRIAN MALL	116858	TAP Statewide (CF6100)	\$250,000	\$312,500	\$2,504,100	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
162	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	RIVERWALK PHASE 2	116859	TAP 5-200K (CF6600)	\$216,868	\$271,085	\$271,085	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
163	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	FEDERAL STREET PATH, BLOCK 2	116860	TAP Statewide (CF6100)	\$431,980	\$539,975	\$539,974	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
164	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP SUNNYSIDE STREET	116962	SGR - State (SS0100)	\$154,576	\$154,576	\$154,576	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
165	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP ROUTE 340 PRIMARY EXTENSION PAVING	116963	SGR - State (SS0100)	\$50,540	\$50,540	\$50,540	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
166	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP ROUTE 340 PRIMARY EXTENSION PAVING	116964	SGR - State (SS0100)	\$15,890	\$15,890	\$15,890	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
167	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP WEST MAIN STREET PRIMARY EXTENSION PAVING	116965	SGR - State (SS0100)	\$260,770	\$260,770	\$260,770	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
168	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP ROUTE 340 PRIMARY EXTENSION PAVING	116966	SGR - State (SS0100)	\$105,440	\$105,440	\$105,440	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
169	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP ROUTE 340 PRIMARY EXTENSION PAVING	116967	SGR - State (SS0100)	\$54,230	\$54,230	\$54,230	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
170	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP EAST MAIN STREET PRIMARY EXTENSION PAVING	116968	SGR - State (SS0100)	\$33,170	\$33,170	\$33,170	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
171	Staunton	#SGR Staunton - Local SGR Paving - Balance Entry	T9663	Staunton	#SGR21LP RIDGEWAY STREET WEST PRIMARY EXTENSION PAVING	116970	SGR - State (SS0100)	\$261,026	\$261,026	\$495,626	100.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the District Balance Entry line item to a scheduled project.
172	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR21VP Edinburg Res. Plant Mix Schedule (PM-8M-21)	116975	SGR Paving State (SSP700)	\$2,914,336	\$2,914,336	\$2,914,336	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
173	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR21VP Harrisonburg Res. Plant Mix Schedule (PM-8N-21)	116976	SGR Paving State (SSP700)	\$2,709,043	\$2,709,043	\$2,709,043	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
174	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR21VP Harrisonburg Res. Plant Mix Schedule (PM-8O-21)	116977	SGR Paving State (SSP700)	\$1,346,244	\$1,346,244	\$1,346,244	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
175	Staunton	#SGR Staunton - VDOT SGR Paving - Balance Entry	T13514	Staunton	#SGR21VP Harrisonburg Res. Plant Mix Schedule (PM-8Q-21)	116979	SGR Paving State (SSP700)	\$1,746,603	\$1,746,603	\$1,746,603	100.0%	Transfer of surplus funds recommended by District and Maintenance Division from the District Balance Entry line item to a scheduled project.
176	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Staunton	#81 CIP DETOUR IMPROVEMENTS - EXIT 310 AND EXIT 317	117944	I-81 Corridor Funds - State (CS9181)	\$900,000	\$900,000	\$900,000	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to fund a scheduled project.
177	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	SOUTH RIVER GREENWAY PHASE 4	118077	TAP Statewide (CF6100)	\$330,000	\$412,500	\$772,896	80.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
178	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Staunton	#81 CIP DETOUR IMPROVEMENTS - EXITS 220, 225, 227 AND 235	118100	I-81 Corridor Funds - State (CS9181)	\$3,925,000	\$3,925,000	\$3,925,000	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to fund a scheduled project.
179	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Staunton	#81 CIP DETOUR IMPROVEMENTS - EXIT 300 AND EXIT 313	118101	I-81 Corridor Funds - State (CS9181)	\$2,850,000	\$2,850,000	\$2,850,000	100.0%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Balance Entry line item to fund a scheduled project.
180	Staunton	STAUNTON DISTRICT FLASHING YELLOW ARROWS	116682	Staunton	STAUNTON DISTRICT - FLASHING YELLOW ARROW SSI	118133	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$310,000	\$310,000	\$310,000	100.0%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a scheduled project to fund a scheduled project.
181	Staunton	STAUNTON DISTRICT ENHANCED CURVE SIGNING AND DELINEATION, STAUNTON DISTRICT FLASHING YELLOW ARROWS, STAUNTON DISTRICT HIGH VISIBILITY BACKPLATES	116681, 116682, 116683	Staunton	STAUNTON DISTRICT - HIGH VISIBILITY BACKPLATE SSI	118134	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$1,443,550	\$1,443,550	\$1,520,000	100.0%	Transfer of surplus funds recommended by District and Traffic Engineering Division from scheduled projects to fund a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
A	Bristol	Route 72 Structure 1017 over Laurel Branch Fed ID 5798, Route 811, Super Str Replacement, Fed ID 10995, Va str 6507	109672, 86294	Bristol	Bridge Replacement Rte 609 over Little River (Fed ID 18548)	104773	CTB Formula - Bridge State (CS0110), STP Bridge (CF2200), STP Bridge Soft Match (CF2201)	\$19,923	\$1,926,100	\$1,926,100	1.0%	Transfer of surplus funds recommended by District and Structure and Bridge Division from completed projects to fund a completed project.
B	Bristol	Route 811, Super Str Replacement, Fed ID 10995, Va str 6507	86294	Bristol	Route 72 Structure 1017 over Laurel Branch Fed ID 5798	109672	STP Bridge (CF2200), STP Bridge Soft Match (CF2201)	\$25,382	\$778,256	\$778,256	3.3%	Transfer of surplus funds recommended by District and Structure and Bridge Division from a completed project to fund a completed project.
C	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Bristol	Town of Pennington Gap - Downtown to Hospital Sidewalk	111356	TAP <5K (CF6700)	\$45,571	\$613,070	\$613,070	7.4%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
D	Bristol	Route 811, Super Str Replacement, Fed ID 10995, Va str 6507	86294	Bristol	Route 607 Bland Co Replace Struct 6057 Fed ID 3068	111636	STP Bridge (CF2200), STP Bridge Soft Match (CF2201)	\$5,354	\$831,445	\$826,091	0.6%	Transfer of surplus funds recommended by District and Structure and Bridge Division from a completed project to fund a completed project.
E	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Culpeper	Stanardsville Sidewalk - Main Street Pedestrian Improvements	105918	TAP <5K (CF6700)	\$165,000	\$1,148,479	\$1,279,619	14.4%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
F	Culpeper	SHOULDER WIDENING AND RUMBLE STRIPS - FAUQUIER COUNTY, SHOULDER WIDENING AND RUMBLE STRIPS - ORANGE COUNTY	114188, 114190	Culpeper	OPEN CONTAINER - DISTRICTWIDE PRIMARY SHOULDER RUMBLE STRIPS	106978	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$333,337	\$2,099,061	\$2,099,061	15.9%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed projects to an underway project.
G	Fredericksburg	DISTRICTWIDE TRENCH WIDENING - VARIOUS LOCATIONS	113366	Fredericksburg	Rt. 610/ASHLEIGH CHANNELIZE OFFSET RT TURN LANE - SPOTSY	110898	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$50,000	\$905,000	\$905,000	5.5%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund an underway project.
H	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Fredericksburg	BELMONT FERRY FARM TRAIL - PHASE VI	112311	TAP Statewide (CF6100)	\$594,500	\$3,259,069	\$2,515,944	18.2%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.
I	Hampton Roads	Buckner Boulevard Shared-Use Path	106154	Hampton Roads	Independence Boulevard and Baxter Road Sidewalk	109053	Local Funds for Enhancement Projects (NPL206), TAP >200K : Hampton Roads (CF6M30)	\$4,596	\$1,549,868	\$1,549,868	0.3%	Transfer of surplus funds recommended by District and Local Assistance Division from a completed project to a scheduled project.
J	Hampton Roads	Buckner Boulevard Shared-Use Path	106154	Hampton Roads	West Great Neck Sidewalk	109055	Local Funds for Enhancement Projects (NPL206), TAP >200K : Hampton Roads (CF6M30)	\$23,774	\$887,047	\$887,047	2.7%	Transfer of surplus funds recommended by District and Local Assistance Division from a completed project to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
K	Northern Virginia	Installation of Traffic Signal-Route 50 at Draper Drive, ROBERTS ROAD SIDEWALK IMPROVEMENTS	100423, 100462	Northern Virginia	RTE 123 - CHAIN BRIDGE RD PED & DRAINAGE IMPROVEMENTS	104295	Revenue Sharing Local Match (NPL201), Revenue Sharing State Match (CNS202)	\$313,634	\$7,228,455	\$7,228,455	4.3%	Transfer of surplus funds recommended by District and Local Assistance Division from completed projects to fund an underway project.
L	Richmond	RTE 95 - Improve Traffic Operations	109278	Richmond	SYSTEMIC ROADWAY DEPARTURE TREATMENTS - DISTRICTWIDE	116323	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$315,363	\$2,315,363	\$2,315,363	13.6%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund a scheduled project.
M	Statewide	STATEWIDE TAP BALANCE ENTRY- UNALLOCATED	70466	Staunton	VERONA PEDESTRIAN IMPROVEMENTS	113687	TAP Statewide (CF6100)	\$591,041	\$2,975,309	\$2,092,878	19.9%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Balance Entry line item to a scheduled project.



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

1401 East Broad Street  
Richmond, Virginia 23219

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

*Agenda item # 4*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

November 24 , 2020

#### MOTION

Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_

Action: \_\_\_\_\_

#### Title: Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2020-2025

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

**WHEREAS**, after due consideration the Board adopted a Final Fiscal Years 2020-2025 Program on June 19, 2019; 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 projects shown in Appendix A were not included in the FY 2020-2025 Program adopted by the Board on June 19, 2019; and

**WHEREAS**, Item 430 O.1 of Chapter 1289 of the 2020 Acts of Assembly provides that notwithstanding § 33.2-214, the Six-Year Improvement Program adopted June 19, 2019, and as amended shall remain in effect through June 30, 2021, or until a new Six-Year Improvement Program is adopted that is based on the official Commonwealth Transportation Fund revenue forecast reflecting the impacts of COVID-19 Pandemic; and

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

**NOW THEREFORE, BE IT RESOLVED**, by the Commonwealth Transportation Board, that the projects shown in Appendix A are added to the Six-Year Improvement Program of projects and programs for Fiscal Years 2020 through 2025 and are approved.

#####

## CTB Decision Brief

### Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2020 - 2025

**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 1<sup>st</sup> of each year in accordance with § 33.2-214(B) of the *Code of Virginia*. On June 19, 2019, after due consideration, the CTB adopted a Final FY 2020-2025 Program. Item 430 O.1 of Chapter 1289 of the 2020 Acts of Assembly provides that notwithstanding § 33.2-214, the Six-Year Improvement Program adopted June 19, 2019, and as amended shall remain in effect through June 30, 2021, or until a new Six-Year Improvement Program is adopted that is based on the official Commonwealth Transportation Fund revenue forecast reflecting the impacts of COVID-19 Pandemic. The projects shown in Appendix A were not in the Final FY 2020-2025 Program adopted by the CTB.

**Recommendations:** The Virginia Department of Transportation (VDOT) recommends the addition of the projects in Appendix A to the Program for FY 2020–2025.

**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 2020–2025 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 2020-2025.

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

**Public Comments/Reactions:** None

**Appendix A  
Amendments to the FY2020-2025 SYIP**

Row	UPC	District	Jurisdiction	Route	Project Description	Total Cost	Total Allocation	Balance	Major Fund Source	Fully Funded
	T-24760	Hampton Roads	Districtwide	64	Hampton Roads Express Lane S3 Toll Integration	\$ 24,630,792	\$24,630,792	\$0	HRTAC	Yes



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

1401 East Broad Street  
Richmond, Virginia 23219

(804) 786-2701  
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*Agenda item # 5*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**November 24, 2020**

#### **MOTION**

**Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_**

**Action: \_\_\_\_\_**

#### **Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge.**

**WHEREAS**, it is frequently necessary for the Virginia Department of Transportation (VDOT) to coordinate with various federal entities, agencies and installations for rights of access, rights of way and duties relating to activities performed on or in federal lands and facilities pursuant to VDOT's transportation programs, projects and services; and

**WHEREAS**, VDOT and the National Park Service previously entered into Special Use Permit 6:850:1015 allowing VDOT to access and engage in activities on George Washington Memorial Parkway Reservation property/land in order to perform bridge maintenance on the Route 120 Pimmit Run Bridge; and

**WHEREAS**, NPS Special Use Permit 6:850:1015 has expired and in order for VDOT to gain the necessary access to George Washington Memorial Parkway Reservation property/land for performing maintenance on the Pimmit Run Bridge, VDOT must enter into another permit or instrument with NPS granting such access; and

**WHEREAS**, the new permit with NPS (attached hereto as Exhibit A) addresses the requirements and conditions applicable to, and will govern access and certain activities related to work undertaken on George Washington Memorial Parkway Reservation property in association with maintenance on the Pimmit Run Bridge; and

Resolution of the Board

Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge.

November 24, 2020

Page 2 of 2

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

**NOW THEREFORE, BE IT RESOLVED**, that the CTB hereby approves, and authorizes the Commissioner of Highways or his designee(s) to execute and/or enter into a permit with the National Park Service necessary for performing maintenance of the Pimmit Run Bridge, as set forth in Exhibit A, with such changes and additions as the Commissioner deems appropriate.

**BE IT FURTHER RESOLVED**, that the CTB hereby grants the Commissioner of Highways or his designee(s) authority to enter into/execute any future permits or instruments with NPS or other appropriate federal entity conveying access or other similar rights in federal property associated with and/or necessary for maintenance of the Pimmit Run Bridge.

#####

## CTB Decision Brief

### **Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge.**

**Issue:** It is necessary for the Virginia Department of Transportation (“VDOT”) to execute/enter into a permit with the National Park Service (“NPS”), a bureau of the United States Department of the Interior, allowing VDOT to access and engage in activities on George Washington Memorial Parkway Reservation property/land in order to perform bridge maintenance on the Route 120 Pimmit Run Bridge (Permit). VDOT seeks from the Commonwealth Transportation Board (CTB), approval of the Permit and authorization for the Commissioner of Highways or his designee(s) to execute/enter into said Permit as well as any future permits or instruments conveying property interests necessary for VDOT’s maintenance of Pimmit Run Bridge.

**Facts:** VDOT and the National Park Service previously entered into Special Use Permit 6:850:1015 allowing VDOT to access and engage in activities on George Washington Memorial Parkway Reservation property/land in order to perform bridge maintenance on the Route 120 Pimmit Run Bridge. Special Use Permit 6:850:1015 has expired and in order for VDOT to gain the necessary access to George Washington Memorial Parkway Reservation property/land for performing maintenance on the Pimmit Run Bridge, VDOT must enter into another permit or instrument with NPS granting such access

The new Permit with NPS addresses the requirements and conditions applicable to, and will govern access and certain activities related to work undertaken on George Washington Memorial Parkway Reservation property in association with maintenance on the Pimmit Run Bridge. It is anticipated that NPS will, sometime in the future, provide VDOT with a deed or other instrument conveying a permanent easement on or other access rights to George Washington Memorial Parkway Reservation property for purposes of maintenance on Pimmit Run Bridge.

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

**Recommendations:** VDOT recommends that the CTB approve the Permit, attached hereto as Exhibit A, and authorize the Commissioner of Highways or his designee(s) to execute/enter into said Permit. In addition, VDOT recommends that the CTB grant the Commissioner of Highways or his designee(s) authority to enter into/execute any future permits or instruments with NPS or other appropriate federal entity conveying access or other similar rights in federal property associated with and/or necessary for maintenance on the Pimmit Run Bridge.

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

**Result, if Approved:** The Commissioner will execute the Permit and future instruments with the NPS which will allow for VDOT’s continued use of the George Washington Memorial Parkway Reservation property for maintenance of the Pimmit Run Bridge.

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

**Public Comments/Reactions:** There were no comments or other input received from the public



**SPECIAL USE PERMIT**

**George Washington Memorial Parkway**  
700 George Washington Memorial Parkway  
McLean, Virginia, 22101  
(703)-289-2500



Name Stephen C. Brich, Commissioner			
Company/Organization Virginia Department of Transportation			
Street Address 1401 East Broad Street			
City Richmond	State VA	Zip Code 23219	Country USA
Telephone Number 804-786-2917	Cell Phone Number		
Fax Number			
Email Address Daniel.boggs@vdot.virginia.gov			

Park Alpha Code  
NCR-GWMP  
Type of Use  
Long Term  
Permit #  
6000-20-029

is hereby authorized to use the following described land or facilities in George Washington Memorial Parkway Reservation 404 V section I:

Adjacent land along VDOT North Glebe Road (Rt 120) bridge over Pimmit Run

The area must be restored to its original condition at the end of the permit.

The permit begins at Noon  am /  pm on 8-28-2020.

The permit expires at Noon  am /  pm on 8-27-2025.

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

Walking access for bridge workers under the VDOT owned Pimmit Run bridge utilizing existing trails to perform bridge maintenance work. Small corner of VDOT maintained bridge is on NPS land. NCA Lands office is continuing a highway easement deed process for this corner, which this permit will enable the project team to proceed with maintenance work.  
Person on site responsible for adherence to the terms and conditions of the permit (include contact information)

Donald Angerman, Office (703)-259-3253, Mobile (571)-867-1523

Authorizing legislation or other authority

54 U.S.C. 100101

APPLICATION FEE	<input checked="" type="checkbox"/> Received	Amount
	<input type="checkbox"/> Not Required	\$ 50.00
PERFORMANCE BOND	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LIABILITY INSURANCE	<input checked="" type="checkbox"/> Required	Amount
	<input type="checkbox"/> Not Required	\$ 3 Million
COST RECOVERY	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LOCATION FEE	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

\_\_\_\_\_  
PERMITTEE Signature

\_\_\_\_\_  
Authorizing NPS Official

Title: Commissioner

Title: Superintendent

Date:

Date:

### CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area. (See condition 18)
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. Hold Harmless/Indemnification statement and liability insurance requirement:

Virginia Department of Transportation (VDOT) will indemnify, save, and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the Virginia Department of Transportation, or its employees to the extent allowable under Virginia law.

To the extent that work undertaken is performed by other than Virginia Department of Transportation (VDOT) employees, Virginia Department of Transportation shall require such person or corporation to:

- a. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$3 million and underwritten by a United States company naming the United States of America as additionally insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
  - b. Pay the United States the full value for all damages to the lands or other property of the United States caused by the said person or organization, its representatives, or employees.
  - c. Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of the said person or organization, its representatives, or employees.
9. Permittee agrees to deposit with the park a bond in the amount of \$ 0.00 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
  10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.

11. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
12. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
13. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by Virginia law.
14. NPS Coordination: The Permittee shall coordinate the performance of all activities associated with this permit with the Superintendent or the Superintendent's designated representative. The designated NPS representative shall be on the distribution lists for meetings, the work schedule, and other communications as needed to track the project. NPS shall notify Permittee of any changes in designated representative.
15. NPS Permit: A copy of this permit, enclosures, and any amendments shall be kept by the Permittee onsite at all times. The Permittee shall comply with all State and Federal laws applicable to the purpose for which this permit is approved. Permittee will comply with all instructions issued by the United States Park Police and other representative(s) of the Superintendent, George Washington Memorial Parkway.
16. Non-NPS Permits: Prior to commencement of activities on parkland, the Permittee shall have received all necessary permits required by outside agencies for work to be performed under this permit. Copies shall be provided to the NPS, and contact information for each permit.
17. Public Notice and Communication: The Permittee and the NPS shall coordinate to advise area residents and park patrons of the timeframe for permitted activities and to address ongoing public involvement. Permittee is responsible for notification through various methods such as press releases, posted signs, variable message boards, website updates, and partnering meetings.
18. Public Access: Permittee shall not restrict public access to the park at any time during the activity. Permittee shall maintain the travel way of the trail and/or connection open and free from obstruction. Temporary trail closures of no more than 15 minutes at a time are permitted on a periodic basis, utilizing flaggers and signs to help warn park visitors of any hazards related to the permitted activity.
19. This permit does not authorize interference with any existing or proposed Federal projects that may be undertaken by the United States or with the management or administration of the National Park Service lands. This permit is subject to the right of the NPS to establish trails, roads, and other improvements and betterments over, upon or through Permittee's worksite described herein, and further to the use by travelers and others of existing or future roads, trails, and other improvements.
20. The NPS reserves the right to halt any operation within its jurisdiction, in part or whole, which is determined to be detrimental to the public interest. If such right is exercised, the NPS will determine when, if ever, work may resume. Work will be permitted to resume only if a proper method can be devised to prevent such detrimental behavior from reoccurring.
21. Limits of authority of this permit - The issuance of this permit neither obligates nor implies consent on the part of the National Park Service to allow construction on, or related to the use of, the park-administered land. Any action desired by the permittee beyond the scope of work described within this permit must be considered as separate actions requiring thorough analysis of the impacts upon National Park Service administered land, according to applicable law and regulation.
22. All accidents or damage of any kind happening at or around the worksite, directly or indirectly caused, witnessed or otherwise learned of by Permittee (or its representatives or employees), must be reported to the Park POC immediately after stabilization. These include injuries to people or to flora or fauna.
23. Emergency Access route to the activity or project area must be maintained at all times. Permittee and contractors shall coordinate with law enforcement, fire, and emergency medical services as necessary.

24. In accordance with applicable law, including the Park System Resource Protection Act, 54 U.S.C. §§ 100721-100725, the Permittee will be responsible for any damage to or destruction of Park resources resulting from the Permittee's activities that are not reasonably inherent in the use of the Permitted Area authorized by this Permit. This Permit is not a defense to liability under 54 U.S.C. § 100722(c)(3) for any activity not expressly authorized by this Permit.
25. Permittee hereby agrees to be fully responsible for the management, performance, use and safety of all operations conducted by or on behalf of the Permittee upon NPS administered property. Work not specifically authorized by this permit shall not be performed without prior written authorization from the Superintendent of the George Washington Memorial Parkway. Additionally:
- a) Permittee shall be responsible for provision and maintenance of proper signs, barricades, and fences to secure the work area from public access.
  - b) Permittee agrees it shall require that all work be performed in a safe and responsible manner and to OSHA standards, to avoid accidents and injury to all workers, government employees, and park visitors. Permittee agrees it shall require safety measures to be installed and maintained where risks or potential hazards are likely or evident.
  - c) Permittee shall be responsible for all coordination and supervision of utility installations. Prior to installation of any new utilities, the Permittee shall refer utility companies to the National Park Service to obtain a Right of Way permit for NPS lands.
26. Hazardous Incidents: In the event of any action or occurrence at the site which causes or threatens the environment or public health and welfare, such as hazardous material release or hazardous environmental conditions that constitutes an emergency situation, the Permittee shall immediately take all appropriate action to prevent or abate and mitigate such threat and shall immediately notify the NPS. Such incidents might include, but are not limited to examples such as fire or accidental release of hazardous materials.
27. Any waste entering on park land shall be removed and the affected property cleaned, stabilized, or restored, to the satisfaction of NPS. This restoration shall take place within the time period directed by NPS.
28. No vegetation on NPS lands may be cut or destroyed without first obtaining approval from the Superintendent. Any said vegetation that must be removed shall be mitigated as specified by the Superintendent through a NEPA document. If trees are required to be removed, they will be replaced by the Permittee on a diameter (dbh) inch for inch basis. For example, if a 10-inch oak were removed, then the Permittee would be liable for the replacement of ten inches of trees (i.e. five 2-inch trees or four 2.5-inch trees). The species, size, and planting location will be determined by NPS.
29. Pruning of NPS trees must be done with the pre-approval, and in the presence, of an official of the NPS who is currently an ISA Certified Arborist. If trees need cut back to allow for access or provide sightline for surveying, it must conform to pruning standards of the ( ANSI-300 Part 1) American National Standard for Tree Care Operations; Tree, Shrub, and Other Woody Plant Management; Standard Practices, as adopted by the current publication of Tree Care Industry Association, Inc. and International Society of Arboriculture.
30. Archeological discoveries - The Permittee will halt any activities and notify the NPS point of contact upon discovery of archeological findings. These findings may include, but are not limited to, single or multiple discoveries of:
- a. Whole objects or partial artifacts such as arrowheads, ceramic dinnerware shards, glass bottles and fragments, oyster shell and bone, metallic objects like coins or nails, etc.; or
  - b. Structural remains such as stone or brick and mortar building foundation ruins, fence-line post remains, old terra cotta or fired clay utility pipes, etc.; or
  - c. Unusual soil conditions such as dark or unusually colored soil stains possibly indicating grave shafts, privy pits or wells, etc.
- All archeological findings unearthed remain the property of the park. If artifacts are discovered, the artifact is to remain in place as is. The permittee shall not resume work in the area until instructed to do so by the NPS.
31. Permittee agrees to utilize minimal and non-invasive techniques to reduce visual impact and soil disturbances on park lands. Stakes used to anchor devices, flagging and other devices used for the duration of field data collection work taking place under this project need to be reviewed and approved in writing before activity starts.
32. Temporary paint markings are to be kept to an absolute minimum. Paint markings are not allowed on NPS owned

permanent structures, pavements, rocks, trees or landscaped areas unless it is impossible to use a removable flag or ribbon. Under no circumstances are paint markings to be applied to NPS owned buildings, decorative park features, bricks, monuments, wooden bridges, bridge railings, light poles, signs, signposts, or bulletin boards. If paint is used on a hard surface such as asphalt, concrete, bridge abutment, etc., the Permittee must contact the NPS for guidance on application and removal of paint. Any paint used, must be water-base. Flagging tape or lumber crayons are preferred. All materials used to mark tree or flag a utility course must be approved in advance by the NPS.

- 33. The Permittee may not store any tools, supplies, materials, equipment, or vehicles (unattended) on park property without the prior written consent of the Superintendent.
- 34. Wildlife protection: The Permittee shall notify the NPS designated representative of any unforeseen concerns pertaining to wildlife within the permitted area. Care shall be taken not to disturb any wildlife species (reptiles, migratory birds, raptors, or bats) found nesting, hibernating, estivating, or otherwise living in, or immediately nearby worksites. Collecting "take" of any living fauna or shed from any living fauna (such as antlers or snake-skin) is illegal. The NPS Natural Resource Manager shall respond to concerns of trapped or injured wildlife.

**Communication Plan:**

**In case of emergencies and during non-business hours, contact  
U.S. Park Police Dispatch at (202) 610-7500**

Permittee must identify any agents/representatives/contractors/subcontractors (e.g., names, phone numbers, etc.) retained to perform the above-mentioned work. Additionally, Permittee will provide the name and contact information of the worksite supervisor prior to the commencement of any work. If any of this information changes, Permittee will notify the NPS immediately and provide updated information. NPS and Permittee shall notify each other of staff changes and contact information, to keep contact information current.

**Contact Information**

National Park Service	Permittee contact information
<p><b>NPS Authority:</b> Charles Cuvelier Superintendent George Washington Memorial Parkway <u>Contact number:</u> Office: 703- 289-2500 <u>Address:</u> George Washington Memorial Parkway Turkey Run Park 700 GW Memorial Parkway McLean, VA 22101</p>	<p><b>VDOT</b>  <b>Daniel Boggs</b> <a href="mailto:Daniel.boggs@vdot.virginia.gov">Daniel.boggs@vdot.virginia.gov</a>  Office 804-786-2917  Shahrad Behboodi 703-259-2304</p>
<p><b>Primary NPS Point Of Contact:</b>  Peter McCallum Park Ranger, Right of Way permits coordinator Office (703)-419-6435 Cell (202)-439-7322 <a href="mailto:peter_mccallum@nps.gov">peter_mccallum@nps.gov</a>  Sean McCabe Realty Specialist / ROW Coordinator NCA Lands Office <a href="mailto:Sean_mccabe@nps.gov">Sean_mccabe@nps.gov</a> 202-499-0325</p>	<p><b>Contact Person in charge</b>  Donald Angerman Construction Manager  Office 703-259-3253 Mobile (571)-867-1523</p>

PROJECT MANAGER: *Shahrad, Behrooz, P.E. (703) 259-2304 (NOVA)*  
 SURVEYED BY, DATE: *Rice Associates, Inc. 02/18/2019*  
 DESIGN BY: *Rice Associates, Inc. (410) 321-8877*  
 SUBSURFACE UTILITY BY, DATE: *Rice Associates, Inc. 02/18/19*  
 NOVA DISTRICT DESIGN UNIT

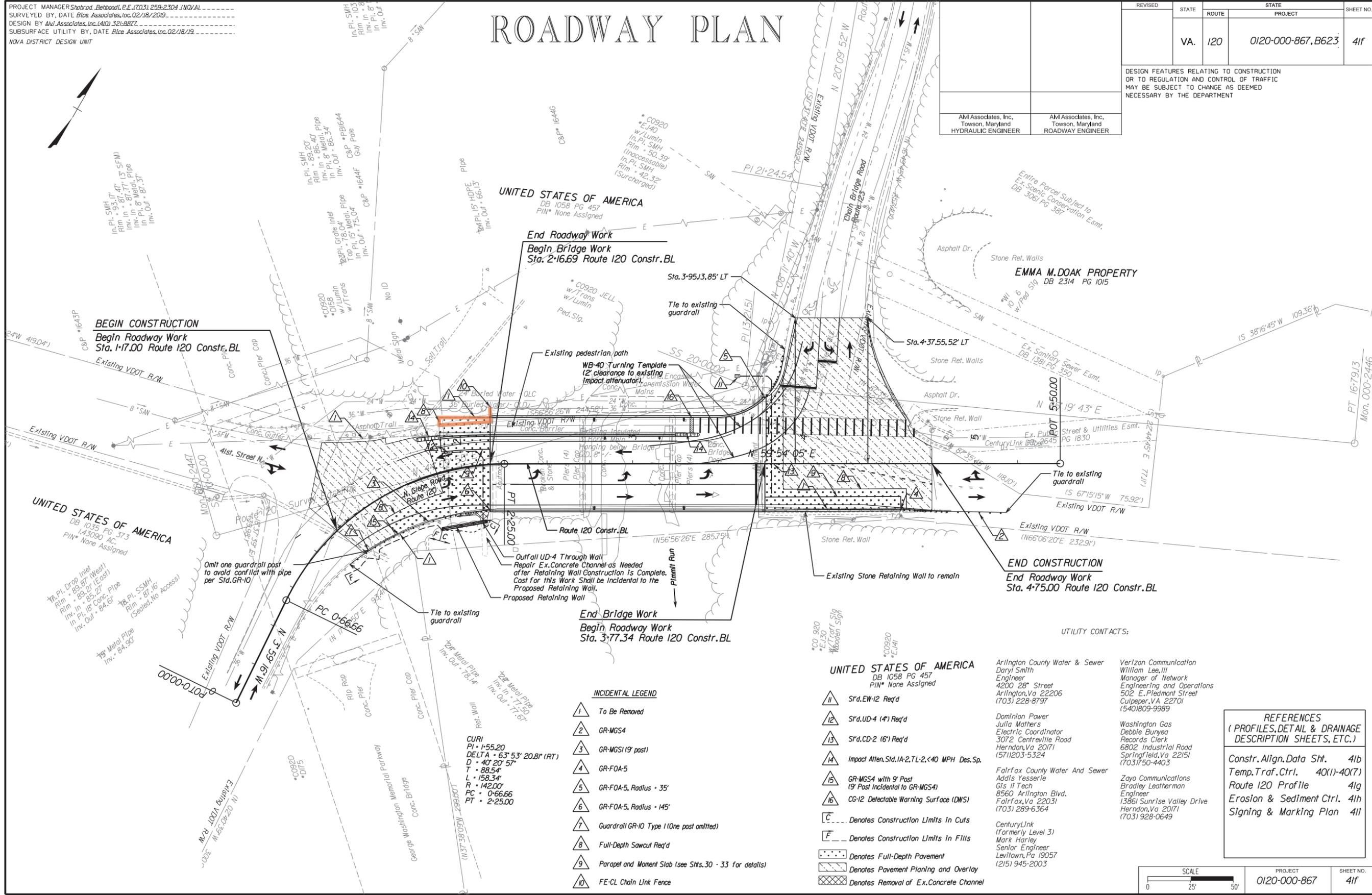
# ROADWAY PLAN

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA.	120	0120-000-867, B623	41f

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

AM Associates, Inc.  
Towson, Maryland  
HYDRAULIC ENGINEER

AM Associates, Inc.  
Towson, Maryland  
ROADWAY ENGINEER



- INCIDENTAL LEGEND**
- 1 To Be Removed
  - 2 GR-MGS4
  - 3 GR-MGS1 (9' post)
  - 4 GR-FOA-5
  - 5 GR-FOA-5, Radius • 35'
  - 6 GR-FOA-5, Radius • 145'
  - 7 Guardrail GR-10 Type I (One post omitted)
  - 8 Full-Depth Sawcut Req'd
  - 9 Parapet and Moment Slab (see Shts. 30 - 33 for details)
  - 10 FE-CL Chain Link Fence

- UNITED STATES OF AMERICA**  
DB 1058 PG 457  
PIN# None Assigned
- 11 S'd. EW-12 Req'd
  - 12 S'd. UD-4 (4') Req'd
  - 13 S'd. CD-2 (6') Req'd
  - 14 Impact Atten. Std. IA-2, TL-2, <40 MPH Des. Sp.
  - 15 GR-MGS4 with 9' Post (9' Post incidental to GR-MGS4)
  - 16 CG-12 Detectable Warning Surface (DWS)
  - C --- Denotes Construction Limits In Cuts
  - F --- Denotes Construction Limits In Fills
  - Denotes Full-Depth Pavement
  - ▨ Denotes Pavement Planing and Overlay
  - ▩ Denotes Removal of Ex. Concrete Channel

**UTILITY CONTACTS:**

Arlington County Water & Sewer  
Daryl Smith  
Engineer  
4200 29<sup>th</sup> Street  
Arlington, Va 22206  
(703) 228-8797

Dominion Power  
Julia Mathers  
Electric Coordinator  
3072 Centreville Road  
Herndon, Va 20171  
(571) 203-5324

Fairfax County Water And Sewer  
Addis Yesserie  
GIS II Tech  
8560 Arlington Blvd.  
Fairfax, Va 22031  
(703) 289-6364

Verizon Communication  
William Lee, III  
Manager of Network  
Engineering and Operations  
502 E. Piedmont Street  
Culpeper, VA 22701  
(540) 809-9989

Washington Gas  
Debbie Bunyea  
Records Clerk  
6802 Industrial Road  
Springfield, Va 22151  
(703) 750-4403

Zayo Communications  
Bradley Leatherman  
Engineer  
13661 Sunrise Valley Drive  
Herndon, Va 20171  
(703) 928-0649

CenturyLink (formerly Level 3)  
Mark Harley  
Senior Engineer  
Levittown, Pa 19057  
(215) 945-2003

**REFERENCES**  
(PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

Constr. Align. Data Sht.	41b
Temp. Traf. Ctrl.	40(1)-40(7)
Route 120 Profile	41g
Erosion & Sediment Ctrl.	41h
Signing & Marking Plan	41i



PROJECT	SHEET NO.
0120-000-867	41f

January 15, 1986

Route 120 & Pimmit Run  
Arlington County

RIGHT OF WAY - National Park Service, Permit Numbered 6:850:1015  
Renewal Request for Two Structures of Virginia  
Route 120 at Pimmit Run, Arlington County.

Mr. Robert Stanton  
Regional Director  
National Park Service  
National Capital Region  
1100 Ohio Drive, S.W.  
Washington, D. C. 20242

Dear Mr. Stanton:

This refers to your letter dated December 30, 1985, concerning the renewal of Permit Number 6:850:1015 for two structures of Route 120 at Pimmit Run in Arlington County.

The Commonwealth of Virginia, Department of Highways and Transportation hereby respectfully requests that Permit Number 6:850:1015 be renewed.

Sincerely,

S. A. Waymack, Assistant  
State Right of Way Engineer

HJS/kmw

bcc: Mr. C. O. Leigh  
Mr. D. R. Gehr

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF HIGHWAYS AND TRANSPORTATION

*SLACATED*

January 7, 1986

RIGHT OF WAY DIVISION RECEIVED			
<i>GWA</i>	JAN 8 1986		ADY
LWR			REMP
<i>SAW</i>	NEGO	RELING	
APPR	OPTI		"E"

Special Use Permit -  
Route 120, Pimmit Run  
Arlington County

MEMORANDUM -

To: Mr. D. R. Gehr

Attached is a letter from the National Park Service concerning maintenance work for two structures on Route 120 at Pimmit Run in Arlington County.

Please see that the necessary maintenance of these structures is scheduled as soon as practical.

The letter also notes that the permit is extended forward until June 30, 1986.

*→* I am sending a copy of this correspondence to Mr. S. A. Waymack in order that he may take any necessary steps to renew the permit.

C. O. Leigh  
Maintenance Engineer

COL:phy  
Attachments  
cc: Mr. S. A. Waymack ✓



# United States Department of the Interior

NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION  
1100 OHIO DRIVE, S. W.  
WASHINGTON, D.C. 20242

L30 (NCR-LUCE)

30 DEC 1985

Commonwealth of Virginia  
Department of Highways  
1221 East Broad Street  
Richmond, Virginia 23219

Subject: Required Maintenance Work and the extension of Permit Numbered 6:850:1015 (copy enclosed) for two structures of Virginia Route 120, at Pimmit Run, Arlington County

Gentlemen:

This letter has been written with regard to the deteriorated conditions of the drainage structures which convey collected quantities of water from Virginia Route 120 and the Virginia Route 120 bridge into Pimmit Run, a tributary of the Potomac River. The Virginia Route 120 (Glebe Road) structures are located in Arlington County, Virginia near the intersection of Virginia Route 120 with Chain Bridge Road and affect Federal property identified as U.S. Reservation 404V, Section 1, the George Washington Memorial Parkway.

The drainage structures were permitted to encroach upon parkland by permit numbered 6:850:1015, dated March 14, 1973, which expired on March 13, 1983. The structures were shown on Virginia Department of Highways Map #0120-000-107, C501, R/W 201, B606, Sheet number 3. Recent observations of the site have revealed the seriously deteriorated condition of these permitted structures which have contributed to the erosion of soils from the Virginia Route 120 right-of-way and U.S. Reservation 404V, Section 1 into Pimmit Run and the Potomac River.

Your earliest attention to the restoration of these structures to eliminate the existing erosion conditions is anticipated, as the developed conditions are inhibiting the National Park Service's development of the Potomac Heritage Trail.

A formal request to renew the permit for these structures should be submitted by the Commonwealth of Virginia to the National Park Service. In the interim and to enable the performance of the required emergency repairs, permit numbered 6:850:1015 is extended forward until June 30, 1986.

If there are any questions with regard to this issue, please contact me or Mr. Glenn DeMarr of my staff at 426-6635.

Sincerely,

Regional Director, National Capital Region

Enclosures

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

141 This permit consists of 1 pages including attachments.

SPECIAL USE PERMIT

PERMIT NO. 6:850-1015	EXPIRES 2/15/83
PREVIOUS PERMIT NO.	

George Washington Memorial Parkway  
(Area)

Department of Highways of Commonwealth of Virginia is hereby authorized during the period from March 14, 1973, through March 13th, 1983, to use the following-described land in the above-named area:

Area adjacent to State Route 120 along Pimmit Run where two drainage structures as shown on Department of Highways Map # 0120-000-107, C501, R/W 201, B606, Sheet #3, encroach on National Park Service property.

This drawing has been assigned our map file No. NCP 117.1-854A, which was originally a portion of NCP 117.1-854, 1 through 27.

for the purpose of Maintenance of drainage structures.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of No fee Dollars (\$), in advance (Monthly, semiannually, etc.), or as follows:

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Washington, D. C. this 15 day of March, 1973.

(Sd.) DAVID A. RICHIE  
David A. Richie  
Superintendent.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES		* PERMITTEE (Signature)	
NAME <i>John F. King</i>	ADDRESS <i>Richmond, Va.</i>	NAME COMMONWEALTH OF VIRGINIA Department of Highways	ADDRESS <i>Richmond, Va.</i>
NAME <i>Thomas M. Williams</i>	ADDRESS <i>Richmond, Va.</i>	NAME By Charles E. Owen, Jr.	ADDRESS Special Agent of Way Engineer

NAME <i>W. E. Dickerson</i>	TITLE <i>NCP</i>	DATE <i>3-14-73</i>
--------------------------------	---------------------	------------------------

\*Sign name or names as written in body of permit; for copartnership, permittees should give as "members of firm" for corporation, the officer authorized to execute contracts, etc., should sign, with title, the sufficiency of such signature being attested by the secretary, with corporate seal, in lieu of witnesses.

CONDITIONS OF THIS PERMIT

1. Regulations.—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. Definition.—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. Rights of the Director.—Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

4. Nondiscrimination.—See attachment A.

5. Damages.—The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. Construction.—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. Removal of structures and improvements.—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the

United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

8. Water rights.—Water rights will be perfected, when necessary, by the United States in its own name for water developed or used in connection with this permit. The permittee will furnish to the United States such information as is necessary for perfection, including statutory fees, and for management and protection of the resource.

9. Disposal of refuse.—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. Timber cutting.—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. Fire prevention and suppression.—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. Soil erosion.—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. Benefit.—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided however, That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

14. Assignment.—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

15. Revocation.—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

Number all succeeding pages and attachments in consecutive order and identify each with the permit number.

L3927-NCP(GEWP)

JUN 16 1971

AREA INSPECTION	
On	MAR 16 1973
the work areas were inspected in accordance with the conditions of this permit, and have been accepted as satisfactory.	
(Signed)	<i>John J. [Signature]</i>
	9-14-73

Your Reference:  
Route 120, Project 0120-000-107, EN-201  
Arlington County

Commonwealth of Virginia  
Department of Highways  
1221 East Broad Street  
Richmond, Virginia 23219

\* 10 yr spec. use permit  
# 6:850:1015

Subject: Permit No. 6:850:245 (No Fee)

Gentlemen:

Permission has been requested by letter of May 3, and subsequent correspondence, from Mr. Charles E. Owen, Jr., Special Right-of-Way Engineer, for a permit to encroach on the land of the George Washington Memorial Parkway, Section 1, U.S. Reservation 404V, to construct a temporary one lane timber bridge on the south side of the existing Route 120 bridge over Permit Run, during construction of a new bridge and approaches, on existing Virginia right-of-way. We feel that the use of parkland for temporary construction purposes is acceptable and can be handled through permit procedures. However, if it is determined by the Commonwealth of Virginia that the transfer of parkland is necessary for this project, such a transfer would be subject to a quid-pro-quo replacement to be arranged prior to the commencement of construction.

\* The National Park Service will grant the Commonwealth of Virginia a drainage easement, across parkland, after the completion of the project, and this will be the subject of separate correspondence.

The proposed work is shown on submitted plans of "Plan and Profile of Proposed State Highway, County of Arlington, Bridge and Approaches over Permit Run", which have been assigned our Map File No. NCP 117.1-854-1 through 27.

The use of parkland for the work described is subject to revocation at the discretion of the Superintendent, George Washington Memorial Parkway, National Capital Parks, National Park Service, and the conditions contained herein.

1. The Commonwealth shall require any contractors to whom or to which it lets any work contemplated hereunder to obtain, in addition to any

other forms of insurance or bonds required under contracts and specifications pertaining to this project, insurance of the following kinds and amounts for the protection of the State and the United States.

- a. Contractor's Public Liability and Property Damage Liability Insurance. With respect to operations performed by the contractor, Contractor's Public Liability and Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injury to or death of one person and, subject to the limit for each person, a total limit of not less than \$100,000 for all damages arising out of bodily injuries or death of two or more persons in any one accident, and for a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total, or aggregate, limit of not less than \$200,000 for all damages arising out of injury to or destruction of property during the policy period. If any part of the work is subcontracted, similar insurance shall be obtained by or in behalf of the subcontractor to cover his operations.
- b. Contractor's Protective Public Liability and Property Damage Liability Insurance. With respect to operations performed by subcontractors, Contractor's Protective Public Liability and Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person and, subject to that limit per person, a total limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and for a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total, or aggregate, limit of not less than \$200,000 for all damages arising out of injuries to or destruction of property during the policy period.
- c. Protective Public Liability and Property Damage Liability Insurance covering the contractor, subcontractors and their agents and employees, against and for \$1,000,000 Property Damage and \$1,000,000 Personal Injuries, Sickness, or Death suffered by any person or persons and property damage, resulting from acts or omissions of any contractor or subcontractor, their agents, or employees in the prosecution of the work.

The insurance specified in this section shall be with an insurance company acceptable to the parties hereto and authorized to do business in the State of Virginia. The policies shall provide that they shall

not be canceled or materially changed without at least ten days prior written notice being given to the State and the National Park Service. The State shall furnish the National Park Service with a certified copy of the policies described in subsections a. b. and c.

2. In the work described, the permittee shall require their employees and contractors to exercise all normal and reasonable safety precautions.
3. All reasonable precautions shall be exercised to protect park property.
4. Nondiscrimination. See Attachment A.
5. All disturbed areas and park facilities damaged by this work shall be restored to the satisfaction of the Superintendent, George Washington Memorial Parkway, National Park Service. Disturbed grass areas shall be restored with sod. In wooded areas leafmold shall be spread over disturbed areas.
6. Permittee shall comply with all instructions issued by the U. S. Park Police and other official representatives of this office.
7. Barricades, signs, flares, lanterns, and other suitable devices necessary for employee and public safety shall be provided and adequately maintained.
8. All trash, debris and litter left at the site by workmen shall be removed by permittee.
9. An approved information sign shall be displayed at the site indicating the identity of the permittee responsible for the work on parkland. A copy of this permit shall be available at the site during construction.
10. Permittee shall stake or flag the south limits of the proposed temporary bridge before any clearing of trees or undergrowth is accomplished. At the time the staked or flagged limits are inspected, we will discuss the need for a possible work and storage area on parkland. Notify Mr. J. Surran, Chief, Division of Permits and Inspections, when alignment stakes are in place, (Telephone: Area Code 202-426-6035) for an onsite meeting. No trees or shrubs are to be disturbed until after this onsite meeting.
11. Any tree not in the direct line of work shall be protected from damage by a substantial frame oak 6 feet high and 6 feet square as directed by this office.
12. Employees vehicles and other equipment shall not be parked at unauthorized locations on parkland.

13. The permittee shall notify the Division of Permits and Inspections, National Capital Parks, before starting work and when the work is completed and the area ready for inspection. (Telephone: Area Code 202-526-3555)

14. Upon the acceptance of the conditions contained in this letter, indicated by the approval of the permittee in the space provided and the return of the duplicate copy properly executed to this office, this letter becomes a permit for the work described.

Unless sooner revoked or extended in writing, permission to perform this work will expire June 30, 1972.

Sincerely yours,

(SGD) FLOYD B. TAYLOR

Superintendent

Enclosure

ACCEPTED AND AGREED to this permit  
23 day of July 1971  
COMMONWEALTH OF VIRGINIA  
By: (S) Charlene E. [Signature]  
Title: Special Agent in Charge

121





# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

1401 East Broad Street  
Richmond, Virginia 23219

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*Agenda item # 6*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**November 24, 2020**

#### **MOTION**

**Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_**

**Action: \_\_\_\_\_**

#### **Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance and Operation of the Virginia Routes 29 and 234 Intersection**

**WHEREAS**, it is frequently necessary for the Virginia Department of Transportation (VDOT) to coordinate with various federal entities, agencies and installations for rights of access, rights of way and duties relating to activities performed on or in federal lands and facilities pursuant to VDOT's transportation programs, projects and services; and

**WHEREAS**, VDOT and the National Park Service previously entered into Special Use Permit NCR MANA 6000 001, allowing VDOT to access and engage in activities on Manassas National Battlefield Park property/land in order to construct, operate, and maintain highway intersection safety improvements at the intersection of Virginia Route 29 and Virginia Route 234; and

**WHEREAS**, NPS Special Use Permit NCR MANA 6000 001 has expired and in order for VDOT to continue to access Manassas National Battlefield Park property/land necessary for maintenance and operation of the intersection of Virginia Routes 29 and 234, VDOT must enter into another permit or instrument with NPS granting such access; and

**WHEREAS**, the permit with NPS (attached hereto as Exhibit A) addresses the requirements and conditions applicable to, and will govern access and certain activities related to

Resolution of the Board

Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance and Operation of the Virginia Routes 29 and 234 Intersection

November 24, 2020

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work undertaken on Manassas National Battlefield Park property in association with maintenance of the Virginia Routes 29 and 234 intersection; and

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

**NOW THEREFORE, BE IT RESOLVED**, that the CTB hereby approves, and authorizes the Commissioner of Highways or his designee(s) to execute and/or enter into a permit with the National Park Service necessary for operating and maintaining the Virginia Routes 29 and 234 intersection, as set forth in Exhibit A, with such changes and additions as the Commissioner deems appropriate.

**BE IT FURTHER RESOLVED**, that the CTB hereby grants the Commissioner of Highways or his designee(s) authority to enter into/execute any future permits or instruments with NPS or other appropriate federal entity conveying access or other similar rights in federal property associated with and/or necessary for maintenance of the Virginia Routes 29 and 234 intersection.

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## CTB Decision Brief

### **Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance and Operation of the Virginia Routes 29 and 234 Intersection.**

**Issue:** It is necessary for the Virginia Department of Transportation (“VDOT”) to execute/enter into a permit with the National Park Service (“NPS”), a bureau of the United States Department of the Interior, allowing VDOT to continue to access and engage in activities on Manassas National Battlefield Park property/land in order to operate and maintain portions of the intersection of Virginia Route 29 and Virginia Route 234. VDOT seeks from the Commonwealth Transportation Board (CTB), approval of the Permit and authorization for the Commissioner of Highways or his designee(s) to execute/enter into said Permit as well as any future permits or instruments conveying property interests necessary for maintenance and operation of the Route 29 and Route 234 intersection, or portions thereof.

**Facts:** VDOT and the National Park Service previously entered into Special Use Permit NCR MANA 6000 001, allowing VDOT to access and engage in activities on Manassas National Battlefield Park property/land in order to construct, operate, and maintain highway intersection safety improvements at the intersection of Virginia Route 29 and Virginia Route 234. NPS Special Use Permit NCR MANA 6000 001 has expired and in order for VDOT to continue to access Manassas National Battlefield Park property/land necessary for maintenance and operation of the intersection of Virginia Routes 29 and 234, VDOT must enter into another permit or instrument with NPS granting such access.

The new Permit with NPS addresses the requirements and conditions applicable to, and will govern access and activities related to work undertaken on Manassas National Battlefield Park property/land in association with maintenance and operation of the Route 29 and Route 234 intersection. It is anticipated that NPS will, sometime in the future, provide VDOT with a deed or other instrument conveying a permanent easement on or other access rights to Manassas National Battlefield Park property/land for purposes of maintenance and operation of the intersection.

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

**Recommendations:** VDOT recommends that the CTB approve the Permit, attached hereto as Exhibit A, and authorize the Commissioner of Highways or his designee(s) to execute/enter into said Permit. In addition, VDOT recommends that the CTB grant the Commissioner of Highways or his designee(s) authority to enter into/execute any future permits or instruments with NPS or other appropriate federal entity conveying access or other similar rights in federal property associated with and/or necessary for maintenance and operation of the Virginia Route 29 and Virginia Route 234 intersection.

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

**Result, if Approved:** The Commissioner will execute the Permit and future instruments with the NPS which will allow for VDOT’s continued use of the Manassas National Battlefield Park property/land for maintenance and operation of the Virginia Route 29 and Virginia Route 234 intersection.

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

**Public Comments/Reactions:** There were no comments or other input received from the public.



**SPECIAL USE PERMIT**

**Manassas National Battlefield Park**  
12521 Lee Highway  
Manassas, Virginia 20109



Name Stephen C. Brich, Commissioner			
Company/Organization Virginia Department of Transportation			
Street Address 1401 East Broad Street			
City Richmond	State VA	Zip Code 23219	Country USA
Telephone Number (804) 786-2917	Cell Phone Number		
Fax Number			
Email Address Daniel.Boggs@VDOT.Virginia.gov			

Park Alpha Code  
MANA  
Type of Use  
6000  
Permit #  
20-04

is hereby authorized to use the following described land or facilities in Manassas National Battlefield Park:

The area of Manassas National Battlefield Park adjacent to the intersection of Virginia Route 29 and Virginia Route 234.

The permit begins at 12:01  am /  pm on 11/18/2020

The permit expires at 11:59  am /  pm on 11/17/2025

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

For continued use of NPS administered lands for the expansion of the intersection as originally authorized by NPS Special Use Permit NCR MANA 6000 001. The intent of this permit is to allow for VDOT's continued use of parkland until such time as a Highway Easement Deed can be issued for the same use. At that time this permit will no longer be in force.

Person on site responsible for adherence to the terms and conditions of the permit (include contact information)

Daniel Boggs

Authorizing legislation or other authority

54 U.S.C. 100101

APPLICATION FEE	<input type="checkbox"/> Received	Amount
	<input checked="" type="checkbox"/> Not Required	\$
PERFORMANCE BOND	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LIABILITY INSURANCE	<input checked="" type="checkbox"/> Required	Amount
	<input type="checkbox"/> Not Required	\$ See Condition 9
COST RECOVERY	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LOCATION FEE	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

\_\_\_\_\_  
PERMITTEE Signature Title: Commissioner

Date:

\_\_\_\_\_  
Authorizing NPS Official Title: Superintendent

Date:

### CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
3. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
4. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
5. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
6. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same to the extent allowed by Virginia Law.
8. See condition #9 of original permit in regards to liability and liability insurance.
9. Permittee agrees to deposit with the park a bond in the amount of \$     N/A     from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
13. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
14. All the conditions found in the previous NPS Special Use Permit NCR MANA 6000 001 (copy attached) remain in full force and effect.

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service

Special Use Permit

Name of Use: U.S. Route 29 (Lee Highway) and  
Virginia Route 234 (Sudley Road)  
Intersection Safety Improvements

Date Permit, Reviewed 2000-17-08  
Reviewed 20 \_\_\_ \_\_\_ \_\_\_  
Reviewed 20 \_\_\_ \_\_\_ \_\_\_  
Expires 2020-01-09

Long Term X

Short Term \_\_\_

Permit # NCR MANA 6000 001  
Region Park Type No. #

U.S. Route 29 (Lee Highway) and Virginia Route 234  
(Sudley Road) Intersection  
Manassas National Battlefield Park, Manassas, VA  
Name of Area

Mr. Charles O. Nottingham  
Commonwealth Transportation Commissioner  
Commonwealth of Virginia  
Department of Transportation (VDOT) of  
Name or Permittee

1401 East Broad Street  
Richmond, Virginia 23219-2000  
Address

(804)-786-2986  
Phone

is hereby authorized during the period from (Time 12:00 am day 01 Month 09 2000), through (Time 12:00 am day 01 Month 09 2020), to use the following described land or facilities in the above named area:

**The portion of:** Portions of Tract Numbers 01-103, 01-137, 01-147, 01-148 and 01-171, Manassas National Battlefield Park to allow for the construction, operation and maintenance of the proposed U. S. Route 29 and Virginia Route 234 Intersection Safety Improvements project, proposed within the boundaries of the Manassas National Battlefield Park. The effected parkland and proposed work and modification are depicted in your contract specifications and drawings, which have been assigned NPS Drawing Number: 379/80057, 1 thru 67, dated August 31, 2000 and received September 06, 2000.

**For the purpose(s) of:** Access and temporary use of parkland for the work described in the Virginia Department of Transportation (VDOT) Project: 0029-076-119, PE101; UPC: 51196, Federal Aid Project: PRA-MANA 29(1) and outlined in the "FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENTAL ASSESSMENT FOR Route 29/234 INTERSECTION SAFETY IMPROVEMENTS", Manassas National Battlefield Park, Prince William County, Virginia, dated May 2000. The proposed action authorizes the use of approximately 2 acres of NPS land for necessary road widening and installation of new left turn lanes. In exchange, Virginia Department of Transportation has conveyed to NPS fee-simple title to portions of land within the existing right-of-way that are no longer needed by VDOT for transportation purposes.

**authorizing legislation or other authority (RE - DO-53):** 36 CFR §14 et seq. 16 U.S.C. 1

**NEPA Compliance:** CATEGORICALLY EXCLUDED \_\_\_ EA/FONSI X EIS \_\_\_ OTHER APPROVED PLANS \_\_\_

\*Construction Easement 4(f) (CE#d3), *The Final Environmental Impact and 4 (f) Evaluation, Dated March 1998, is included as part of this permit administration record.*

**PERFORMANCE BOND:** Required \_\_\_ Not Required X Amount \$ \_\_\_\_\_

**LIABILITY INSURANCE:** Required X Not Required \_\_\_ Amount \$ (See condition # 9 below)

**ISSUANCE** of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of \$ Fee Waived.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE Chris. N. [Signature] Commonwealth Transportation Commissioner 11/29/00  
Signature Date

Authorizing Official [Signature] ACTING Regional Director, NCR 11/17/2000  
Signature Date

Additional Authorizing Official \_\_\_\_\_ MANA Superintendent \_\_\_\_\_  
Signature Date

**CONDITIONS OF THIS PERMIT**

1. The Permittee shall exercise this privilege subject to the supervision of the Superintendent of Manassas National Battlefield Park (MANA), hereinafter 'Superintendent', and shall comply with all applicable laws and regulations of the area.
2. Damages - The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.
3. Benefit - Pursuant to 41 U.S.C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. This permit shall not be construed as a permanent interest in the land of the right-of-way or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained to the contrary notwithstanding.
9. The Permittee, by agreeing to this condition, assumes full liability to the extent the law allows.
  - A. State/Local Government Indemnification  
VDOT will indemnify, save, and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the VDOT, or its employees, to the extent allowable under the Virginia law.

**B. State/Local Government Subcontractors**

**To the extent that work undertaken at U.S. Route 29 and Virginia Route 234 intersection Manassas National Battlefield Park, Manassas, VA is performed by other than VDOT employees, VDOT shall require such person or corporation to:**

- i. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregated limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the intersection safety improvements authorized herein, VDOT shall provide the National Park Service (NPS) MANA and National Capital Region (NCR) Office of Lands, Resources and Planning (LRP) written confirmation of such insurance coverage.**
- ii. Pay the United States the full value for all damages to the lands or other property of the United States caused by the said person or organization, its representatives, or employees.**
- iii. Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of the said person or organization, its representatives, or employees.**

**10. The Permittee shall continue to coordinate the performance of the work associated with the construction, operation and maintenance of the intersection safety improvements with the appropriate representatives of the National Park Service, MANA Superintendent or delegate (Law Enforcement Park Ranger) (703) 754-1861, and NCR Right-of-Way Permit Coordinator (202) 619-7035).**

**11. The Permittee shall comply with all instructions issued by the United States Park Police and other official representatives of the National Park Service (NPS) as specified by the Regional Director, National Capital Region.**

**12. The Permittee only has the permission to carry out those activities specifically outlined in this permit. Any additional activities beyond the scope of the approved activity must be reviewed and approved by the Regional Director (or delegate) of the NPS.**

**13. Any alterations to this permit must be in writing and signed by the parties. The Permittee is granted authority for construction, operation and maintenance until the expiration date of this permit. No renewal of this permit or future use beyond the expiration date is authorized, unless regulations at time of expiration shall grant use.**

**14. All traffic management activities undertaken throughout the course of this project shall be undertaken in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD). The Permittee shall provide documentation of such compliance for review and concurrence to the MANA Superintendent (or delegate) prior to undertaking the work.**

**15. The Permittee shall be responsible for the cost and repairs to any structures, facilities, installation, sod, soils, or landscape vegetation on parkland damaged by the work authorized under this permit and**

shall; at the direction of NPS, submit detailed plans for the repair, restoration and/or replacement of such to the MANA Superintendent.

16. The Permittee will halt any activities and notify the Office of Lands, Resources and Planning or designated Manassas National Battlefield Park representative upon discovery of threatened or endangered species or archeological, paleontological, or historical findings. All artifacts unearthed remain the property of the Manassas National Battlefield Park.

17. Traffic is limited to construction vehicles only; no personal vehicles shall be parked on parkland. Permittee and contractor vehicles shall be kept to a minimum, and shall be parked in a manner to cause no damage to park facilities and/or resources. At no time will visitor use of the Stone House parking area and walkways be closed without prior approval of the appropriate NPS representatives.

18. The Permittee shall erect and maintain a tree protection fence (wooden snow fence) after obtaining approval of submitted drawing(s) and field staking of structures in the field with the appropriate NPS representatives. A lack of fence maintenance will be cause for a stoppage of on-site work. The Permittee shall keep all fence and signs posts presentable in appearance; repair or remove/replace damaged signs and remove graffiti within 48 hours of discovery or notification. If damaged or unsightly signs persist for an unreasonable time without repair, NPS will have the option to make the area presentable until repairs can be made by VDOT. VDOT shall be responsible for all cost.

19. The Permittee shall take adequate measures as directed and approved by the Regional Director (or the delegated Superintendent), to prevent or minimize damage to park resources. This may include restoration, soil conservation and protection measures, landscaping, and repairing roads, trails, fences, etc. Any waste or erosion materials entering on parkland shall be removed and the affected property cleaned, stabilized, or restored, to the satisfaction of NPS. This restoration shall take place within the time period directed by NPS. The Permittee shall dispose of brush (burning is prohibited on NPS lands) and other refuse as required by the Regional Director. The Regional Director or his representative may inspect the area as deemed necessary.

20. The Permittee agrees that the use shall be subject to the express condition that the use will not unduly interfere with the management and administration by NPS of the lands. Further, the Permittee agrees and consents to the occupancy and use by the park, its Permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization, for necessary operations incident to such management, administration, or disposal.

21. Parkland shall be maintained in a neat appearance at all times. The Permittee shall remove all construction trash, debris, and litter left at the site daily. All foreign debris is to be cleaned and removed from the park grounds upon completion of the work and any reseeded or other restoration will be the responsibility of the Permittee.

22. All work will proceed during daylight hours only, unless prior approval in writing by the appropriate NPS representatives.

23. Refueling or maintenance of equipment will not be allowed outside of the limits of the temporary construction area as shown on sheet 1D of the aforementioned project plans and labeled as the Temporary Construction Permit. The Permittee shall have an approved Spill Response Kit available at all times. All spills must be reported to the Superintendent or a designated representative immediately. The Permittee's method/procedure for performing necessary refueling/maintenance of equipment on NPS property shall take adequate measure to prevent damage to park resources. Any damage to parkland as a result of these activities shall be the responsibility of the Permittee. All damaged property

shall be cleaned and/or restored to the satisfaction of NPS. This restoration shall take place within the time period directed by NPS. The Regional Director or his representative may inspect the area as deemed necessary.

24. Each construction vehicle shall be equipped with a fire extinguisher.

25. All accidents must be reported to the Manassas National Battlefield Park immediately.

26. In construction, operation and maintenance of this facility, the Permittee will require its employees and contractors to follow all relevant Occupational Safety Health Administration (OSHA) safety regulations and exercise all standard safety precautions.

27. The Permittee shall provide a port-a-jon(s) within the staging area, off of NPS property.

28. The Permittee will not install and/or maintain a staging/layout area on NPS lands. The project area should also be secured carefully each night and on weekends to prevent unauthorized entry.

29. All construction vehicles using parkland roadways shall carry a copy of this permit and an approved construction traffic plan. A copy of this permit, enclosures, amendments and explanatory notes shall be kept by the permittee onsite at all times.

30. All access roads constructed by the Permittee on parkland are viewed as temporary structures necessary for the project. Such structures shall be removed at the completion of the project and affected area shall be restored to the original condition.

31. The permittee shall be responsible for the provision and maintenance of proper signs, barricades or other means of warning motorists and pedestrians of danger during all periods of repair and maintenance.

32. No waste, dusts, or erosion materials shall be allowed to enter natural or manmade water or sewer systems in or on parkland.

33. All work shall be conducted in accordance with all applicable federal, state and local rules and regulations. The Permittee shall be responsible for acquiring full knowledge of these rules and regulations and for complying with them.

34. At the end of each workday the Permittee shall seal the collected waste material and shall transport in closed leak proof containers to a temporary hazardous waste storage/staging area site. All drums shall be in new condition and approved for use by the NPS delegate. Spent material from the structures shall be placed in containers and clearly identified with the bridge number, contract number, contractor's name, contents and the date on which accumulation began.

35. The Permittee must prevent the unknowing entry of persons or livestock onto the active (construction) portions of the site. The site must also provide protection from vandalism and unauthorized access by the general public. A sign with the legend "DANGER-UNAUTHORIZED PERSONNEL KEEP OUT" must be posted at each entrance to the active portion of the site and at other locations in sufficient numbers to be seen from any approach to the active portion.

36. The Permittee shall provide the NPS delegate(s) safe access to all areas for inspection during construction and maintenance operations. Safe access shall conform to OSHA standards. The NPS

delegate shall have safe access at any point within the site at any time as required. The Permittee shall submit his plan for safe access to the NPS delegate for approval before the start of work.

37. The permittee shall submit to the Office of Lands, Resources and Planning one (1) paper and two (2) electronic copies of as-built drawings at the close of the permit (within 120 days of substantial completion of all work). Drawings should use real world coordinates using National Geodetic Survey benchmarks or survey monuments, or Global Positioning System (GPS) techniques. The electronic copies shall be on CD-ROM, in software compatible with AutoCAD 2000 or newer.

38. The permittee shall have received all necessary permits required by outside agencies for work to be performed under this permit. The permittee shall supply NPS with a copy of these permits before any work covered by said permits begins.

39. All lawn areas shall be restored in accordance with the National Capital Region Landscape Turf Establishment Specifications Seeding/Sodding by grading (positive drainage), top soiling, fertilizing and sodding as specified to a satisfactory standard. All sod shall be certified as specified in the contract documents. Newly placed sod shall be maintained until growth is well established and accepted by NPS. With prior approval by NPS lawn areas may be restored by seeding during the periods of August 1 through October 31 and from March 1 through April 15.

40. Sodding shall not be done during freezing weather, when the ground or sod is frozen, or when the areas to sod are too wet or too dry. All areas within 10 feet of paved surfaces and or structures will be sodded. The project area and all exposed soils will be aerated to NPS standards (see "Turf Establishment Specifications Seeding/Sodding (specification section 02959)). All disturbed areas will be seeded and maintained until complete uniform coverage is successful and accepted by MANA Superintendent. The seed mix will vary with the season of seeding (see attached specification section 02959 for additional information).

41. All topsoil shall meet the requirements of Section 624, and related Sections 625, 626 and 627 of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-96). In addition, all soils that are placed in areas to support plant life shall be subject to testing, replacement, amendment, and certification by VDOT, to the effect that finished soils shall support successful tree and other plant material growth. Compacted soils conditions resulting from project activities shall be corrected to depth of not less than 3 feet below finished grade and to a density of not more than 75 percent compaction.

42. The permittee will be responsible for mowing and other maintenance within the project area until turf is successfully reestablished and NPS agrees to accept the area as satisfactorily restored. If completion of work on the site occurs at a time that is not suitable for complete restoration of parkland, the work area on NPS land will be stabilized and made presentable until full restoration of the land can be implemented.

43. The Permittee shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site, which do not reasonably interfere with the construction. The permittee shall follow the National Park Service, "National Capital Region Guidelines for Tree Protection" (copy enclosed). When work is allowed within the tree protection zone by NPS, the permittee will submit a tree and tree root protection plan for the Superintendent's approval. The Permittee shall protect existing vegetation as directed by authorized NPS representatives before any work starts. The plan may include but is not limited to physical protection, root fertilization, root aeration, root pruning and crown pruning. All trees and tree root areas within the permittee's work area, which in the opinion of NPS are liable to accidental damage during construction, will have four foot high wooden snow fence erected at the edge of the tree

protection zone. If NPS concludes that damage has occurred to the tree root system the permittee will perform all mitigation required by NPS.

44. Pruning of NPS trees must be done with the approval and in the presence of an official of the Office of Lands, Resources and Planning, National Park Service. All pruning must conform to the American National Standard for Tree Care Operations; Tree, Shrub and other Woody Plant Maintenance; Standard Practices, as adopted by the current publication of National Arborist Association, Inc.

45. The species, size, and planting location will be determined by NPS. The Office of Lands, Resources and Planning shall have the right to inspect and/or select replacement plants at the grower(s) prior to the delivery of plant material to the site. Inspection of plant material at nursery/growers does not prohibit NPS's rejection of same onsite at a later date. The permittee will plant the trees during either the spring or fall planting season, in accordance with the "NPS-NCR Tree Planting Specifications" (available upon request), and guarantee the plantings for a period of 18 months.

46. If the NPS concludes that damage has occurred to the established turf/grassy areas the permittee will perform all work necessary to establish a uniform stand of turf in accordance with the NPS-NCR "Turf Establishment Specifications Seeding/Sodding," specification section 02959 (available upon request).

47. The Office of Lands, Resources and Planning and the Regional Director (or a delegate) shall be notified in writing no less than 2 weeks prior to the follow events: the pre-construction meeting, initiation of work, all formal progress meetings with the Permittee, the substantial completion inspection meeting, completion of work and final inspection. Notification can be in writing or by telephone at (202) 619-7035. An onsite meeting will be conducted no less than one week prior to the start of construction between representatives of the park and the permittee's construction/maintenance supervisor to determine and clarify the scope of the project and any requirements of NPS. The permittee's construction/maintenance supervisor will contact the park on the morning of the first day of work and each morning thereafter prior to entering the park, advising the location and extent of work crews and equipment in the park.

48. Use of pesticides and/or herbicides on parkland is prohibited without prior written approval from the Regional Director.

49. The permittee is granted approval to install and maintain throughout the work phase of the project an unpainted wooden stockade type fence in the work areas near the construction site. The location of the fenced area will be field located and approved by NPS. This fence is to be a minimum of 6 feet in height and shall provide screening of work activities and serves to retain all activities within the prescribed staging and storage area. If the fence is damaged or vandalized the permittee will repair the fence as needed in order to maintain a neat appearance at all times. The project area should also be secured carefully each night and on weekends to prevent unauthorized entry.

All requests, correspondence, and meetings desired with the National Park Service pertaining to this permit or project shall be negotiated by the permittee only. All contractors, subcontractors or consultants must channel their requests through the recognized representative of the permittee listed below.

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Name

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Title

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Telephone Number

**UPON THE ACCEPTANCE OF THE CONDITIONS CONTAINED IN THIS PERMIT, INDICATED BY THE APPROVAL OF THE PERMITTEE IN THE SPACE PROVIDED, AND THE RETURN OF THE DUPLICATE COPY PROPERLY EXECUTED TO THIS OFFICE WITHIN NOT MORE THAN 30 DAYS OF ISSUANCE, THIS PERMIT BECOMES VALID FOR THE PERMIT DESCRIBED. RETURN ONE SIGNED COPY TO:**

**Attention: Steve G. Jones  
National Park Service  
National Capital Region  
Lands, Resources and Planning  
1100 Ohio Drive, SW.  
Washington, D.C. 20242**

## ATTACHMENT A

### National Park Service, National Capital Region Guidelines for Tree Protection

All trees shall be protected with a complete enclosure of an NPS approved protective fencing that encompasses the entire Root Protection Area. The Root Protection Area is defined as an area equal to a radius of 1.5 feet for each inch of trunk diameter measured 4.5 feet above the ground (ie: Diameter at Breast Height, dbh). Therefore, a 10 inch dbh tree will have a Root Protection Area equal to 15 feet from the main trunk in all directions.

The defined Limits of Disturbance shall be outside the Root Protection Area. Limited activity may take place within the Root Protection Area with the expressed permission of the National Park Service in areas determined to be safe from damage. When the NPS approves work within the Root Protection Area, the following conditions shall be met:

1. Work shall be confined to the smallest possible area and accomplished as quickly as possible. The work area and time frames for commencing and completing work shall be approved by the NPS before any construction activities begin.
2. No excavations can be conducted in the Root Protection Area without first root pruning the affected area(s). Areas to be root pruned, time frames, equipment to be used to perform root pruning shall be approved by the NPS. Excavations that will leave roots exposed for more than 24 hours may require additional mitigation to prevent erosion and root desiccation.
3. The area not involved with the principle work shall be fenced and/or barricaded as directed by the NPS.
4. At the completion of this work the entire Root Protection Area shall be secured with a complete enclosure of protective fencing.
5. All trees surrounding the site will be monitored during construction for health and stress by NPS Certified Arborists who possess technical competence through experience and related training to provide for the care of the trees impacted by construction activities. If so determined by the NPS, the implementation and execution of additional mitigation in accordance with accepted arboricultural industry standards shall be performed. Mitigation may include but is not limited to pruning, cabling/bracing, fertilization, treatment with endo and ecto mycorrhizal fungi and root bio-stimulants, aeration and mulching of the root zones to assist trees in overcoming stress due to construction impacts.

The contractor will be held responsible for ensuring that all work including, the storage of materials and equipment; the parking of vehicles, and all other operations in connection with construction is confined to the defined Limit of Disturbance. Unauthorized trespasses into the Root Protection and/or cutting or damage to trees will be subject to liquidated damages at the current value for a cross sectional square inch of dbh in accordance in accordance with the guidelines provided by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture. The 1998 value is \$31 per cross sectional square inch putting a base value for a 30" specimen elm at \$22,000.

R. DeFeo 12/15/98

The following is how these guidelines have been translated into a specification.

WORK AREA:

Contractor shall confine his work, the storage of materials and equipment, the parking of vehicles, and all other operations in connection with this contract to the specified work areas approved by the COR. The Contractor shall not permit heavy equipment or vehicles or the stock piling of heavy materials off hard surface roads without the expressed permission of the COR. Limited activity may take place within the root protection area with the expressed permission of the COR in areas determined to be safe from excessive damage. The root protection area is defined as an area equal to a radius of 1.5 feet for each inch of diameter at breast height (dbh) (ie: a 10 inch dbh tree will have a root protection area equal to 15 feet from the main trunk in all directions). All damage resulting from such operations shall be repaired to its original condition or to the satisfaction of the COR at no additional cost to the Government.

RESPONSIBILITY REGARDING PLANT MATERIALS

The contractor shall preserve and protect all existing trees, and shrubs, and grass areas on or adjacent to the work area which do not reasonably interfere with work. The contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass and other surfaced areas by equipment. Such damaged areas or materials shall be restored, repaired or replaced by the contractor, as directed by the COR, at no additional cost to the Government. Unauthorized trespasses into the Root Protection and/or cutting or damage to trees will be subject to liquidated damages at the current value for a cross sectional square inch of dbh in accordance in accordance with the guidelines provided by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture. The 1998 value is \$31 per cross sectional square inch putting a base value for a 30" elm at \$22,000.

**TURF ESTABLISHMENT SPECIFICATIONS  
SEEDING/SODDING**

PART 1: SCOPE

The work to be performed under this contract shall consist of providing all materials, labor, equipment, tools and services necessary to establish a uniform stand of turf in accordance with the bid schedule and specifications herein. Therefore any items not specifically noted, but necessary for a complete renovation, shall be furnished under this contract.

PART 2: GENERAL PROVISIONS

2.01 QUALITY ASSURANCE

- A. All site preparation and seeding shall be performed by individuals that have verifiable experience turf management.
- B. All work shall be under the direction and general supervision of a grounds maintenance foreman who possesses verifiable experience and technical competence in turf management. The foreman shall be present at all times work is being performed and shall be responsible for controlling the quality of work and inspecting all completed work to ensure that contract performance requirements are met. The foreman will be the primary contact with the Contracting Officers Representative (COR).
- C. All herbicide applications shall be under the direct supervision of a Certified Pesticide Applicator licensed to spray within the states of Virginia and Maryland and the District of Columbia who possesses verifiable experience and technical competence in applying herbicides to vegetated areas. The Certified Pesticide Applicator shall have verifiable work experience as a full time direct supervisor of herbicide application work crews and must be present on the job site at all times work is being performed or pesticides are being handled. The Certified Pesticide Applicator shall be the primary contact with the COR responsible for controlling the quality of work and inspecting all completed work to ensure that contract performance requirements are met.
- D. All workers handling or applying herbicides shall, be registered as pesticide applicators and, through related training and on the job experience, be familiar with the safety and technical aspects of applying herbicides and equipment used in such operations.
- E. All workers shall, through related training and on the

job experience, shall be familiar with the technical aspects of turf management and equipment used in such operations. All workers shall abide by any code of ethics or professional conduct established by the Landscape Contractors Association MD-DC-VA.

- F. A list of all crew supervisors and workers anticipated as part of the work crews as well as their positions (ie: tractor/mower operator, laborer), affiliation with the company, and related training and on the job experience shall be submitted.
- G. All workers shall be recognizable as employees of the Contractor by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which show the Contractor's company name and employee name.
- H. The Contractor shall submit copies of all licenses and certificates necessary for complying with Federal, State, and Municipal laws, codes, and regulations concerning the application of herbicides.
- I. The contractor shall not subcontract any work required by this contract without the express written approval of the Contracting Officer (COR). If the COR approves the Contractor to subcontract any part of the work required under this contract, a copy of any such subcontract shall be provided to the COR.

## 2.02 SCHEDULING AND COORDINATION:

- A. Work under this contract shall be executed in accordance with the schedules outlined in the specification hererin unless approved otherwise by the COR.
- B. Work shall only be performed under only under favorable weather and soil conditions as determined by the COR.
- C. Soil and seed bed preparation shall only be performed after all other work affecting the ground surface has been completed (ie: no vehicular traffic not directly associated with renovation shall be permitted into the areas to be seeded once site preparation has begun).
- D. The contractor shall notify the COR 42 hours prior to beginning work. Work shall be performed between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, legal holidays excluded, unless authorized in writing by the COR.
- E. Work shall be scheduled and arranged so as not to interfere with normal activities of the park. Advanced

notice will be given to the contractor if a conflict is expected. Any plant debris, personnel or equipment that would interfere with an activity or event shall be removed prior to the activity.

- F. Once work begins the contractor shall be on the job site each day in which weather conditions are favorable.
- G. All work within a designated area shall be completed, inspected, and accepted in accordance with the procedures stated herein before beginning work in another area.
- H. The time stated for completion shall include final cleanup of the premises.
- I. **If, at any time, the COR determines that the work is unsatisfactory or being conducted in an unsafe manner, the contractor will be notified and shall immediately cease all work activities.**

2.03 REPORTS:

- A. The contractor shall maintain a daily work log recording the quantities of work performed and the locations. If requested a copy shall be filled with the COR on a daily or weekly basis.
- B. The National Park Service will supply, and the contractor shall maintain, a daily pesticide use log for all areas treated. A copy shall be filed with the COR within 24 hours of application.

2.04 SAFETY:

- A. All equipment must meet all federal OSHA, state and local safety requirements and must be properly licensed. A list of the equipment anticipated for use shall be submitted and include the make and model, year manufactured,, tag # if applicable, and date of last inspection. The name or logo of the contractor must be clearly displayed on all trucks used on the job.
- B. All operations shall be conducted in accordance with all national and local safety codes, laws, rules, regulations and ANSI safety requirements.
- C. All workers shall wear required safety equipment.

2.05 WORK AREA:

Contractor shall confine his work, the storage of materials

and equipment, the parking of vehicles, and all other operations in connection with this contract to the areas approved by the COR. The public ways shall not be encumbered with any of the above or any unusual traffic situations created by reason of operations under this contract without the approval of the COR.

2.06 RESPONSIBILITY REGARDING EXISTING PLANT MATERIAL AND OTHER LANDSCAPE FEATURES:

The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not reasonably interfere with the construction. The root protection area is defined as an area equal to a radius of 1.5 feet for each inch of diameter at breast height (dbh) (ie: a 10 inch dbh tree will have a root protection area equal to 15 feet from the main trunk in all directions). Trees and shrubs that may be subject to construction activities within the root protection area shall be protected as directed by the COR. The Contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs, including damage resulting from careless operation of equipment, stockpiling of materials or tracking of grass and other surfaced areas by equipment. Such damaged areas or materials shall be restored, repaired or replaced by the Contractor, as directed by the COR, at no expense to the National Park Service (NPS) prior to Initial Acceptance.

2.08 PATCHING OF PUBLIC SIDEWALKS, CURBS, GUTTERS, AND STREETS:

Contractor shall patch, repair or replace portions of sidewalks, curbs, gutters, streets, manholes, and the like that are damaged in connection with work under this contract or as a result of operations thereunder. Materials and methods shall conform to the current standards for the area damaged, match existing on-site materials, shall meet the approval of all cognizant officials and the COR. All damaged areas shall make smooth, satisfactory, and imperceptible transitions to existing adjacent work, and shall be performed without additional expense to the NPS.

2.09 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:

The existence and location of under ground utilities on the plans are not guaranteed and shall be investigated and verified in the field by the contractor before starting work. Excavation in the vicinity of existing structures and utilities shall be carefully performed. The Contractor will be held responsible for any damages to, and for maintenance and protection of existing utilities and structures. To locate utilities in the field, contact Miss Utility on 800-552-7001, forty (40) hours in advance of work.

2.10 AIR AND WATER POLLUTION CONTROL:

The Contractor shall take all necessary measures to prevent soil erosion, air and water pollution by any material and/or equipment used during construction. The Contractor shall keep the site clean and free of trash and debris.

2.11 CLEANUP AND RESTORATION:

The Contractor will be required to furnish all labor, materials, and equipment for daily cleanup and restoration of all disturbed areas or features which have been damaged during the course of work. If so directed, the Contractor shall be prepared to sweep and wash paved surfaces daily or as needed. The Contractor shall also be responsible for replacing all damaged turf areas to the satisfaction of the COR.

2.12 REFERENCE STANDARDS:

- A. Topsoil: National Soil and Fertilizer Research Committee
- B. Seed:
  - 1. Association of Official Seed Certifying Agencies
  - 2. Extension Services of University of Maryland or Virginia Polytechnic Institute and State University.
- C. Fertilizer:
  - 1. Association of American Plant Food Control Officials
  - 2. FS 0-F-241 - Fertilizers, Mixed, Commercial.
- D. Lime:
  - 1. Association of Official Agricultural Chemists.
  - 2. Association of American Plant Food Control Officials.

2.13 APPROVALS: All approvals shall be in writing

2.14 DEFINITIONS:

- A. Shall - As used in these specifications denotes a mandatory requirement
- B. Should - As used in these specifications denotes an advisory recommendation.

Part 3: Materials

3.01.1 Seed

- A. Seed shall be a mix of certified Turf-type Tall Fescue (*Festuca arundinacea*) Kentucky Bluegrass (*Poa pratensis*), and Perennial Ryegrass (*Lolium perenne*). The mix will vary with the season of seeding. Specifically.
1. Fall Seeding, August 15 - October 31: Seed shall be a 70% certified Tall Fescue (*Festuca arundinacea*) consisting of 3 varieties of which no variety exceeds 30%, 20% Kentucky Bluegrass (*Poa pratensis*), and 10% Perennial Ryegrass (*Lolium perenne*).
  2. Spring Seeding, February 15 - March 30: Seed shall be a certified Turf Type Perennial Ryegrass with consisting of 3 varieties of which no one variety should exceeds 40% or is less than 20%.
- B. All varieties or cultivars shall be listed as "proven cultivars" in the most recent recommendations published by the University of Maryland or Virginia Polytechnic institute and State University and/or the National Turfgrass Evaluation Program for traffic tolerance (Attachment A).
- C. All seed shall have: a minimum purity of 98%, and a minimum germination of 85% and be certified free of *Poa trivialis*, timothy, bentgrass, Canada bluegrass, tall fescue, dock, cheat, chess, chickweed, plantain, crabgrass, bermudagrass and black medic. Fourescence for perennial ryegrass shall not exceed three (3) percent.
- D. Certification for each seed type shall be conducted by an approved testing laboratory prior to the mixing of seed. The results of the seed certification shall be submitted to the COR for approval prior to delivery of seed to the site.
- E. Deliver in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
- F. Seed shall be stored in a manner to prevent wetting and deterioration in rodent proof containers by the until placement in the seeder. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

3.01.2 Sod

- A. Shall be Certified Turf Type Tall Fescue Sod grown from a mixture of one or more varieties of tall fescue seed, and Kentucky bluegrass seed, which meets the certification requirements published by the extension services of the University of Maryland or Virginia Polytechnic Institute and State University.
- B. Source(s) of sod shall be submitted to the COR within 7 days of receiving a delivery order. Each load of "Certified Sod" or "Certified Turf" shall be accompanied by, in the same vehicle, an official certification label and that label must be attached to a dated invoice, bill of lading or labeling information document.
- C. Shall be harvested and delivered within a period of 24 hours and kept moist until placement.
- D. Shall be machine cut at uniform soil thickness of 3/4 inch, +/- 1/4 inch, excluding top growth and thatch. Individual pieces shall be at least 12 inches wide and of length such that each piece is at least 1/2 square yard. Maximum allowable deviation from standard width is 5 percent.
- E. Broken pieces and torn or uneven ends will not be accepted. Each piece of sod must be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper 10 percent of the piece.

3.01.3 Fertilizer:

- A. Shall be a natural organic fertilizer derived from activated sewage sludge with a minimum of 90% of the total nitrogen as water insoluble nitrogen (WIN) such as Milorganite, 6-2-0 developed by the Milwaukee Metropolitan Sewage District, 260 West Seeboth Street, Milwaukee, Wisconsin (414-221-6810 or an approved equal.
- B. Shall conform to all State and Federal laws.
- C. Shall be granulated in accordance with Term T-16, Association of American Plant Food Control Officials. Specifically:

T-16. Granular Fertilizer - One in which 95 percent or more of the product is retained on a series of sieves within the range of U.S. No. 4 (4.75 mm opening) to and including U.S. No. 20 (0.850 mm opening), and in which

the largest particle passes through a sieve having an opening not larger than four (4) times that of the sieve which retains 95 percent or more of the product.

- D. Shall be delivered in unopened waterproof bags showing weight, chemical analysis and name of manufacturer. Bulk fertilizer may be approved by the Contracting Officer provided the same information is included on the bill of lading. Store in a manner to prevent wetting and deterioration.

#### 3.01.4 Ground Limestone

- A. Shall be calcic or dolomitic agricultural ground limestone containing at least 85% of total calcium and magnesium carbonates with 40% passing a No. 100 sieve and 95% passing a No. 8 sieve.
- B. Shall be delivered in unopened waterproof bags showing weight, composition, texture, and name of manufacturer. Bulk lime may be approved by the Contracting Officer provided the same information is included on the bill of lading. Store in a manner to prevent wetting and deterioration.
- C. Burnt or hydrated lime shall not be used.

#### 3.01.5 Imported Topsoil:

- A. Topsoil shall be natural, surface soil, in a friable condition and contain less than 3 percent subsoil. The topsoil shall be free of hardpan material, stones and clods larger than 1/2 inch in diameter, sticks, tree or shrub roots, debris, toxic substances (ie. residual herbicides) and other material detrimental to plant growth. The area and the topsoil shall be free of plant or plant parts of undesirable plants such as, but not limited to, bermudagrass, nut sedge, mugwort, johnson grass, quack grass, Canada thistle or noxious weeds as set forth in the Federal Seed Act.
- B. Contractor shall notify COR of location of all sources of the topsoil and furnish the COR a certified report from the agricultural experiment station or approved agricultural laboratory of an analysis performed not more than 60 days prior to the date of submission. The topsoil shall be certified to meet the following requirements:
  - 1. Shall be a natural, original surface soil of a sandy loam texture with a mechanical analysis of 60-65% sand, 15-25% silt and 10-15% clay.

2. Shall have at least 2%, but not more than 5%, organic matter.
  3. Soil pH shall 5.5 to pH 6.5 inclusive unless otherwise specified.
  4. Soil salinity by electrical conductivity measurement shall not exceed 600 parts per million (ppm) as determined by Black, Editor "Method of Soil Analysis", Part 2, published by the American Society of Agronomy, 1965.
  5. The soil nutrient level shall be greater than 100 lbs/acre of magnesium, 150 lbs/acre of phosphorous, and 120 lbs/acre of potassium.
- C. Ground limestone per 3.01.4 at not more than 5 pounds per cubic yard of topsoil may be used to adjust an acidic condition and shall be thoroughly mixed by volume.
- D. Topsoil which has been synthesized by blending materials which individually do not meet the requirements of this specification will not be accepted even though the resulting blend meets the organic matter, mechanical analysis, Ph and soluble salts requirements.
- E. The COR reserves the right to inspect and sample all topsoil at the source and at the time of delivery. These inspections will be made without cost to the Contractor.
- F. Topsoil shall be delivered in dry, unfrozen, condition.

3.01.6 Screened Leaf Mold

- A. Shall be Leafgro as available through Maryland Environmental Services, 2011 Commerce Park Drive, Annapolis, MD 21401, (301/261-8596), or approved equal, completely composted and free from all materials such as glass, paper, plastics, and shall meet the following specifications:

1. pH	7.3-7.8
2. Soluble Salts	4.3-9.9 mmhos/cm
3. Nitrogen	1.5-2.7%
4. Phosphorous	.2-.5%
5. Potassium	.10-2%
6. Water holding Capacity	110-140%
7. Bulk Density	1,100-1,200 lbs./cu. yd.
8. Moisture content	50-70%
9. Organic Matter	38-46%

10. Particle Size 100% passage through 3/8" mesh

B. Deliver in dry, unfrozen, completely composted condition.

C. Composted Sewage Sludge shall not be used as a substitute for Screened Leaf Mold.

3.01.7 Herbicide Application Accesories:

A. Herbicide: Shall be Roundup (Isopropylamine salt of Glyphosate), EPA Registration Number 524-308-AA. Deliver in original unopened containers with all product labels.

B. Marker Dye/Colorant: Shall be Blazon or an approved equal.

3.01.8 Hydraulic Seeding Mulching Accesories:

A. Cellulose Fiber: Shall be a cellulose fiber manufactured using 100% recycled materials, free from weeds, growth, germination-inhibiting ingredients or foreign matter detrimental to plant life. Oat or wheat straw, hay or chopped cornstalks are not acceptable.

B. Locking Fibers: Shall be individually crimped locking fibers specifically designed for use in hydraulic planting equipment. Note: A mechanically bonded Fiber matrix manufactured with crimped polyester fiber and wood fiber specifically designed for erosion control, slope protection and revegetation is a suitable substitute for locking fibers provided the material and rate of application is apporved before application by the COR.

C. Tacking Agent: Shall be a high strenth organic polymer with added marker dye.

D. Marker Dye/Colorant: Shall be Blazon or an approved equal.

3.01.9 Water: Shall be potable.

3.01.10 Submittals: The following shall be submitted within 5 working days after award.

A. Seed: Submit seed vendors certification of grass seed mixture, indicating percentages of weight, purity and germination for each grass species.

A. "Certified Sod" or "Certified Turf": Source and

vendors official certification label and dated invoice, bill of lading or labeling information document.

- B. Screened Leaf Mold: Source(s), documentation and certification of chemical composition and 5 pound sample.
- C. Fertilizer/Limestone: Documentation and certification of chemical composition and analysis and application rates.
- D. Herbicide: Product label and mixing rates and application rates.
- E. Hydraulic Seeding Mulching Material (ie: Cellulose Fiber, Bonded Fiber Matrix, Tacking Agent and Marker Dye): Manufacturer and composition.
- F. Imported Topsoil: Location of all sources and Certified report of chemical analysis from State Agricultural Experiment Station or approved agricultural laboratory performed not more than 60 days prior to date of submission, including acidity, salinity, fertility, texture and recommended rate of application of lime and fertilizer to imported and existing topsoil to sustain turf growth. The right is reserved to inspect and sample all topsoil at the source and at the time of delivery. These inspections shall be made without cost to the Contractor.
- G. Posting Signage: 1 sample of each sign specified for use.
- H. Employee List: A list of all crew supervisors and workers anticipated as part of the work crews as well as their positions (ie: Supervisor/Foreman, Tractor Operator, Pesticide Applicator, laborer etc.), affiliation with the company, and related training and on the job experience.
- I. Equipment list for all specified equipment.

### PART 3: EXECUTION

#### 3.01 Eradication of Existing Vegetation:

- A. Spray Equipment:
  - 1. Shall be leak proof and corrosion resistant. Galvanized (zinc coated) spray equipment is not permitted for use.
  - 2. Shall be thoroughly cleaned and free of rust, residues, and particulate matter such as grit and

sand.

3. Shall be equipped with properly fitting covers or hatch plates and a hand valve at the bottom of the tank for shut off in the event of a hose leak.
4. Shall be equipped with standard hoses and nozzles of the type most commonly used in applications of herbicides to plant surfaces.
5. Shall not have mechanical agitators and all bypass lines shall terminate at the bottom of the tank.

C. Execution:

1. General:

- a. A pre-herbicide application conference will be held prior to mixing or transporting any herbicides to the designated sites. The time, date, and location shall be agreeable to personnel of the Contractor and the Park Service who are responsible for the contractual requirements of both parties. Topics for discussion, but not limited to, will be scheduling and areas to be treated, handling, mixing, application of herbicides, sprayer capabilities (ie: pressure and nozzle types) and , safety etc. Participation at this conference is mandatory prior to beginning any applications of herbicide. After the conference the contractor shall notify the COR 48 hours prior to beginning any work.
- b. The contractor will be responsible for procurement, handling, storage, and safeguarding of herbicides from the time of delivery through completion of applications. All operations will conform to manufacture's pesticide label instructions and the appropriate state requirements for storage, transportation, and application of insecticides.
- c. Herbicide Spill Plan: The contractor shall develop and submit a Herbicide spill plan to the Park Service for approval before any herbicides are delivered.
- d. All herbicide applications shall be conducted under favorable weather as determined by the COR.

- e. No applications shall be conducted when the winds are gusty or in excess of 5 miles per hour or when other conditions, including lesser wind velocities, will allow drift to occur. Avoid combinations of pressure and nozzle type that will result in fine particles (mist) which are more likely to drift.
- f. The contractor shall be responsible for the calibration during calibration and characterization trials at a mutually agreed upon time and place before spraying begins. All applications shall be in accordance with the pressures and flow rates established during these trials.
- g. All applications shall be properly directed to avoid drift and contact with non-target adjacent turf areas or desirable plants.
- h. The contractor shall perform routine maintenance to the spray system at times that will not interfere with the scheduled spraying. Only emergency repairs are to be performed during scheduled spray hours.
- i. The contractor shall be responsible for supplying all hoses for mixing equipped with anti-siphon valves to prevent back siphoning into water source.
- j. Upon completion of herbicide application, post all treated areas at 30 foot intervals with signs at least 4x5" and printed in easy to read lettering. The sign shall include the phrase "Keep Off" with appropriate symbol. It must also include a phrase "Pesticide Application", "Herbicide Application" or similar statement and include the date and time of application. The National Park Service will be responsible for removing the signs.
- K. If so directed by the COR a second herbicide application shall be applied to target any turf or undesirable vegetation that was that was not eliminated during the first application at no additional cost to the government.

2. Broadcast Treatments (High Volume Boom Type Sprayers):

a. Calibration: Sprayer shall be calibrated to apply 40 gallons of spray per acre at 40 psi at tank gauge (boom nozzle pressure should approximately 38 psi during operation and approximately 42 psi in shut off mode).

b. Mixing:

1. Tanks shall be inspected before filling with water or herbicide.
2. All hoses for filling shall be equipped with anti-siphon valves to prevent back siphoning into water source.
3. Fill the spray tank with 1/2 the required amount of water. Mix Roundup at a rate of 2-2.5 gallons (8-10 quarts) in 100 gallons of water (2-2.5%). After adding Roundup mix well before adding the remaining portion of water. When filling place the hose below the surface of the solution to prevent excessive foaming.
4. After the tank is full add Colorant at the recommended rate. Do not add additional surfactant or mix herbicide with any materials other than dye and water.

c. Application

1. All existing vegetation shall be cut to a height of 5-6 inches before treatment with a herbicide.
2. Apply herbicide to specified areas at a rate of 40 gallons/acre so that the coverage is uniform and complete.
3. Spray valves shall be open only while sprayer is over target. The spray valve shall be closed at the end of each pass and for turning, loading, and site to site movement.
4. Herbicide is not to be applied to any non-target vegetation.
5. During spray applications it may be necessary to flush the spray system with water when the operation is delayed

because of inclement weather or other factors. All flush water shall be sprayed on a treatment site identified by the government at the contractor's expense.

6. 10-14 days after application, mow all resulting dead vegetation to height of 3 inches.

3. Spot Treatments (Hand Held or Backpack Sprayers):

- a. Mixing: Fill the spray tank with 1/2 the required amount of water. Mix Roundup at a rate of 2-2.5 ounces (4-5 tablespoons) per gallon. After adding Roundup mix well before adding the remaining portion of water. When filling place the hose below the surface of the solution to prevent excessive foaming.
- b. Application: Apply herbicide to weed foliage so that the coverage is uniform and complete. Do not spray weed foliage to the point of runoff.

3.02 Preperation of Sub Grade (Subsoiling/Ripping)

A Subsoiling/Ripping shall be specified for severly compacted soils.

B. Equipment

1. Subsoiler/Ripper: Shall be a heavy duty soil ripper/subsoiler capable penetrating severely compacted soils to a depth of 16-22" such as the Taylor-Way Lift Type Tool Bar Subsoiler, or an approved equal (ie: shall have a single tool bar mounted on a three point hitch with 1-3, 1" x 8" x 24" adjustable subsoiler shanks with drop forged subsoiler points). Note: Chisel plows, disks, and bar shear plows are not acceptable equals for a heavy duty soil ripper/subsoiler.
2. Tractor: Shall be a 90-130 horsepower, hydraulically equipped tractor with wheel weights or filled tires to enable traction.

C. Execution

1. Areas shall be ripped a minimum of 2 times to a minimum depth of 18" with the shanks mounted at 18" centers. If compaction is such that it is impossible to get to the 18" depth on the first rip, additional rips may be necessary. The entire

area shall be ripped on the first pass to a minimum of 18" before beginning the second rip.

2. The second rip shall be at a 90 degree angle to the first pass.

### 3.03 Preperation of Seed/Sod Bed

#### A. Amendment with Imported Topsoil

1. Existing soil is suitable for use: Topsoil shall only be applied to fill depressions and/or blend final grades.
2. Existing Soil is not Suitable for use (ie: soil to be or has been removed or is non-existent): Topsoil shall be evenly spread at a minimum rate of 600 cubic yards per acre (18 cubic yard/1000 square feet) to a uniform total depth of 4".

Note: Before spreading topsoil the subgrade shall be Shatter Aerated a minimum of two times per 3.03 Item D, with the axles adjusted/angled to 10 degrees to ensure that the subgrade is thoroughly pulverized.

- #### B. Amendment with Screened Leaf Mold: If the % organic matter is less than 2% as determined by soil testing, leaf mold shall be evenly applied (1") at a rate of 150 cubic yards/acre (3-4 cubic yards/per 1,000 square feet, 40-50 dry tons/acre) using an approved calibrated manure or topdresser spreader pulled by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction.

- #### C. Amendment with Lime (pH Adjustment): If the soil pH is below 5.5 as determined by soil testing, lime shall be applied at a rate of 1 ton/acre (50 lbs/1000 square feet) using an approved calibrated agriculture spreader pulled by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction. Lime shall not be applied at a rate greater than 1 ton/acre (50 lbs/1000 square feet) unless directed otherwise by the COR.

#### D. Shatter Aerification

1. Equipment: Shall be a heavy duty shatter aerifier capable of soil displacement to a depth of 8-12" such as a Taylor-Way Aerator, or an approved equal (ie: 9" solid shatter tines mounted on adjustable axles that can be angled to increase soil displacement). The aerator shall be weighted with 2,000 lbs of added weights on the frame and pulled

by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction.

2. Execution

- a. Shatter aerification shall only be performed when the soil is relatively dry as determined by the COR (ie: below field capacity but soft enough to permit penetration). Under no circumstances shall aeration be conducted when the soil is at or above field capacity).
  - b. The axle shall be adjusted to increase soil displacement as determined by the COR. If soil was amended with leaf mold the axles shall be angled 5-10 degrees to ensure that the leaf mold is incorporated and the soil is thoroughly pulverized.
  - c. All areas shall be aerated a minimum of two times with the second aeration at a 90 degree angle to the first.
- D. Grading: Grade finish surface of seed bed to smoothness comparable to results obtained by hand raking, leaving it clean and free of stones, debris, and depressions. Blend final grades with existing adjacent ones. Leave entire area drainable and free from abrupt changes in slope.
- E. Protection: Protect all areas from pedestrian and vehicular traffic till the time of fertilization/seeding/sodding.
- F. Fertilization:
1. Do not apply fertilizer if sod/seed bed was amended with screened leaf mold per 3.03, B.
  2. Fertilizer per specification shall be applied just prior to seeding/sodding at a rate of 1,000 lbs/acre (25 lbs/1,000 square feet).
  3. Fertilization shall be performed with an approved calibrated centrifugal force spinner spreader pulled by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction.
  4. No application will be made when, in the opinion of the Contracting Officer, the soil or grass is so wet that application will be detrimental.

3.04 Seeding

A. General

1. Seeding shall not be conducted until the seed bed has been approved by Contracting Officer.
2. Seeding shall be at a rate of 6 lbs of seed per 1000 square feet (250 lbs/acre) as follows:
3. No seeding shall take place during drought, high winds, when ground is frozen, when temperatures are 32 degrees Fahrenheit or lower, excessive moisture or other conditions as determined by the COR which are likely to damage the seed.
4. Hydraulic seeding shall only be used for seeding bare disturbed surfaces.

B. Hydraulic Seeding (Hydroseeding):

1. Equipment: Shall be an approved hydraulic seeder capable of applying seed and cellulose fiber in a constantly agitated aqueous mixture.

3. Execution:

a. Areas with slope less than a 6 to 1 slope:  
Hydroseed with a constantly agitated aqueous mixture of specified seed mix (250 lbs./acre), cellulose fiber (1,500 lbs./acre), and a marker dye at a minimum rate of 1,500 gallons per acre to ensure uniform coverage and protect against misses and overlaps.

b. Areas with a slope greater than 6 to 1:  
Hydroseed with a constantly agitated aqueous mixture of specified seed mix (220 lbs./acre), and cellulose fiber (1,500 lbs./acre) at a minimum rate of 1,500 gallons per acre to ensure uniform coverage and protect against misses and overlaps. Before application Locking Fibers and and a Tacking Agent shall be added to the mixture at the following rates:

Slope	Locking Fibers	Tacking Agent
6/1 to 2/1:	10 lbs/acre	30 lbs/acre
2/1 to 1/1:	20 lbs/acre	40 lbs/acre
> 1/1:	20 lbs/acre	60 lbs/acre

C. Power/Drill Seeding:

1. Equipment: Shall be an approved Slit/Drill seeder capable of calibrating and dispensing grass seed mixtures at controlled depths such as a Brillion or Truax seeder (ie: seed boxes with fluted dispensers and tubes; and a three tool bar assembly that allows seeding at controlled depths and ensures good soil seed contact. Specifically: Tool Bar 1 - equipped with coulters to slice through existing or dead vegetation; Tool Bar 2 - equipped with two disks to open seed trenchers with a metal tube between the disks to dispense the seed into the trench; Tool Bar 3 - equipped with an assembly of rubber compaction wheels that presses seed covered with soil to ensure good seed soil contact. Note: Drop box, centrifugal force (spinners), and hydro seeders are not acceptable substitutes.
2. Callibration: Prior to seeding each seed box shall be calibrated to control the seed mixing and ensure seeding at 1/2 of the seeding at a controlled depth. Calibration rates and controlled depths shall be approved by the COR before seeding.
3. Seed the entire area at 1/2 the specified rate. Upon completion the remaining 1/2 of the seeding shall be at a 90 degree angle to the first.

3.05 Sodding

- A. Do not lay sod until prepared sod bed has been approved by Contracting Officer.
- B. Lay sod within 12 hours after delivery to prevent deterioration.
- C. Do not lay sod during freezing weather, when the sod or ground is frozen, or when the sodding areas are too wet or too dry.
- D. Place sod by hand with close joints and not overlapping. Plug all gaps between sections of sod and openings at angles with pieces of sod cut to fit.
- E. Install sod smooth and flush with adjoining paving and transition smoothly to existing grass areas.
- F. Thoroughly water sod immediately after installation to a depth of 4 inches.
- G. After sod and soil have dried sufficiently to prevent

damage, roll sodded areas to ensure good bondage between sod and soil and remove minor depressions and irregularities.

- H. If sod workmanship is not satisfactory, take sod up and relay as directed by the Contracting Officer.

3.06 Protection:

- A. Upon completion of seeding/sodding, all areas shall be protected by one or more of the following methods:

1. Posting: Post at 30 foot intervals with signs at least 4x5" and printed in easy to read lettering. The sign shall include the phrase "Keep Off" with appropriate symbol. It must also include a phrase "Seeded/Sodded Area", "Turf Restoration" or similar statement.
2. Roping: Install stakes and rope barriers around seeded areas and tie orange or red flagging tape at 10-foot intervals.
3. Fencing: In areas of heavy visitor use, a complete enclosure of fencing shall be erected around the seeded/sodded areas. Fencing shall be:
  - a. Orange plastic personel fence, secured to 2" steel U channel posts a minimum of 5 1/2 ft. in length or 2 x 2 " hardwood stakes 6' in length driven along the perimeter of the area 7 ft. on-center a minimum of 18" into the ground. Fence shall be secured to posts with 12 gauge annealed zinc coated wire threaded around the stake and slat at the lowest and highest wires of the fencing and pulled beyond the fencing stake at least 1 foot. Both ends of the wire shall be wrapped around the stake twice and twisted back on itself a minimum of 3 twists with excess wire cut off.

\*\*\*\*\*OR\*\*\*\*\*

- b. Four (4) foot high wooden slat fencing secured to 2" steel U channel posts a minimum of 5 1/2 ft. in length or 2 x 2 " hardwood stakes 6' in length driven along the perimeter of the area 10 ft. on-center a minimum of 18" into the ground. Fence shall be secured to posts with 12 gauge annealed zinc coated wire threaded around the stake and slat at the lowest and highest wires of the fencing and pulled beyond the fencing stake at least 1 foot. Both ends of the wire

shall be wrapped around the stake twice and twisted back on itself a minimum of 3 twists with excess wire cut off.

3.07 Maintenance:

A. After the COR has granted initial acceptance the contractor shall be responsible for properly caring for all seeded/sodded areas performing watering, mowing, and other maintenance tasks necessary to keep the turf in a live, healthy condition until final acceptance. Specifically:

1. Irrigation: Perform all necessary irrigation to ensure uniform seed germination and to keep surface of soil damp.
2. Mowing: Cut all seeded areas when grass reaches height of 3 inches. Maintain minimum height of 2 inches. Do not cut more than 1/3 of blade at any one mowing.
3. After first mowing of lawn, irrigate sufficiently to moisten soil from 3 to 5 inches deep.
4. Reseeding/Resodding: Reseed/Resod damaged grass areas showing root growth failure, deterioration, bare or thin spots, and erosion.
5. If so directed by the COR seeded/sodded areas shall be fertilized a minimum of 6 weeks after seeding/sodding per 3.03, F.

PART 5: INITIAL ACCEPTANCE, LIABILITY, and FINAL ACCEPTANCE

5.1 Initial Acceptance

Initial acceptance will be given by the COR after an inspection and verification of the work performed as defined in the contract specifications. Acceptance can be on partially completed work if approved by the COR.

5.2 Duration of Contractors Liability

- A. After seeding/sodding and the COR has granted initial acceptance, the contractor shall be responsible for properly caring for all seeded areas performing watering, mowing, and other maintenance tasks necessary to keep the turf in a live, healthy condition until final acceptance.
- B. Disclaimer: Conditions beyond the contractor's control such as vandalism or acts of God shall not be the responsibility of contractor. Any need for reseeding/resodding or additional work required as a

result of such conditions shall be an addition to the contract in accordance with the contract unit prices.

5.3 Final Acceptance:

Final Acceptance will be given when all prescribed work is completed and accepted and an even and uniform 3" stand of turf is established. At the time of final acceptance the contractor shall remove all protection.

5.4 MEASUREMENT AND PAYMENT:

- A. The Contractor shall include with all invoices for payment an acceptance report signed by the COR or designated park representative. Failure of the contractor to obtain signed acceptance report(s) will release the government from any obligation to pay for services claimed but not documented by a signed acceptance report.
- B. The amount to be paid will be based on the actual bid items completed and accepted. Quantities will be paid for at the contract unit prices and measured as follows.
1. Application of Herbicide: Measurement will be paid based on the number of gallons applied to the nearest 10 gallons verified by mixing and spray records and by field measurements.
  2. Screened Leaf Mold: Measurement will be the number of cubic yards, to the nearest cubic yard, as determined by delivery tickets and verified by field measurements of the trucks.
  3. Imported Topsoil: Measurement will be the number of cubic yards, to the nearest cubic yard, verified by delivery tickets and field measurement of trucks.
  3. Shatter Aeration: Measurement will be to the nearest acre measured to two decimal places.
  4. Seeding: Measurement will be the number of pounds, to the nearest 10 pounds, verified by manufacturer's packaging labels.
  5. Sodding: Measurement will be the number of square yards, to the nearest square yard, based on measurements of the actual area sodded. Payment will be made at the contract unit price per square yard.
  6. Fertilization: Measurement will be the number of

pounds, to the nearest 10 pounds, verified by manufacturer's packaging labels and field measurements. Except that where bulk application has been approved, measurement shall be by the ton, to the nearest tenth of a ton, verified by delivery tickets.

7. Liming: Measurement will be the number of pounds, to the nearest 50 pounds, verified by manufacturer's packaging labels. Payment will be made at the contract unit price per pound. Except that where bulk application has been approved, measurement shall be by the ton, to the nearest tenth of a ton, verified by delivery tickets.

C. **The National Park Service reserves the right to conduct any testing or inspection it may deem advisable to assure that all work conforms to the specifications herein.**

Attachment A

**RECOMMENDED CULTIVARS FOR SOD/SEEDING MIXTURES**

**Tall Fescue** (*Festuca arundinacea*):

Avanti	Aztec	Bonanaza
Chieftain	Cimmaron	Crossfire
Duke	Eldorado	Finelawn 5GL
Guardian	Lancer	Mesa
Monarch	Montauk	Olympic II
Rebel 3D	Safari	Shortstop
Taurus	Titan	Trailblazer II
Tribute	Winchester	Wrangler
Jaguar 3	Rebel Jr.	Apache II
Genesis	Crossfire II	Adobe
Falcon II	Shenandoah	

**Kentucky Bluegrass** (*Poa pratensis*):

Abbey	Aspen	Monopoly
Baron	Columbia	Classic
Dawn	Freedom	Georgetown
SR 2000	Nassau	Shamrock
Suffolk	Viva.	Eclipse
Glade	Gnome	Julia
Kelly	Liberty	Merit
Livingston	Limousine	Lofts 1757
Merit	Midnight	Monopoly
Nustar	Preakness	Princeton 104
Ram 1	Rugby	Touchdown

**Perennial Ryegrass** (*Lolium perenne*):

Accent	Affinity	APM
Brightstar	Callente	Competitor
Cutter	Dandy	Manhattan II
Palmer II	Prelude II	Repell II
Seville	Sherwood	SR-4200
Stalion Select	Yorktown III	Saturn
SR 4010	Precision	Pennant

**TURF RENOVATION BID SCHEDULE**

Item	Unit	Estimated Quantity	Unit Price	Total
<b>A. Renovation</b>				
1.	Mow all existing Vegetation to a height of 5-6 inches per acre	_____	_____	_____
2.	Apply Herbicide per acre	_____	_____	_____
3.	Mow all dead vegetation to a height of 3 inches per acre	_____	_____	_____
4.	Preperation of Sub Grade (Sub soiling/Ripping) per acre	_____	_____	_____
5.	Preperation of Seed/Sod Bed			
A.	Imported Topsoil: Furnish, Deliver, and Place per cubic yard	_____	_____	_____
B.	Leaf Mold: Furnish, Deliver, and Place per cubic yard	_____	_____	_____
C.	Lime: Furnish, Deliver, and Place per pound	_____	_____	_____
D.	Shatter Aeration of Seed/Sod Bed per acre	_____	_____	_____
E.	Fertilizer: Furnish, Deliver, and Place per pound	_____	_____	_____
6.	Seeding			
A.	Hydraulic Seeding per pound	_____	_____	_____
B.	Power Drill Seeding per pound	_____	_____	_____

7. Sodding  
per square yard \_\_\_\_\_
8. Protection
- A. Posting  
per linear ft. \_\_\_\_\_
- B. Roping  
per linear ft. \_\_\_\_\_
- C. Fencing  
per linear ft. \_\_\_\_\_
9. Maintenance  
per acre \_\_\_\_\_

**TOTAL FOR RENOVATION** \_\_\_\_\_



FILE  
RD LOG NO. 12/1 (3)

# COMMONWEALTH of VIRGINIA

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

**CHARLES D. NOTTINGHAM**  
COMMISSIONER

November 30, 2000

**STUART A. WAYMACK**  
DIRECTOR, RIGHT OF WAY AND UTILITIES

Routes 29 and 234  
Project 0029-076-119, RW-201, M-501  
Prince William County

SUBJECT – Proposed Safety Improvement Project at Manassas National Battlefield Park  
[NPS ref. # L30 (NCR-LRP)]

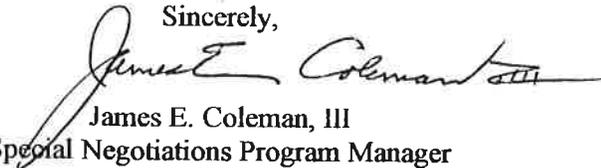
Mr. Joseph M. Lawler  
Regional Director  
National Capital Region  
National Park Service  
1100 Ohio Drive, SW  
Washington, DC 20242

Dear Mr. Lawler:

In response to your letter of November 17, 2000 to Mr. Charles O. Nottingham, you will find enclosed the fully executed Special Use Permit (NCR MANA 6000 001) authorizing VDOT, its agents and assigns to construct, operate and maintain a highway on the lands prescribed as being necessary for the subject project.

On behalf of the department, thank you for your cooperation in launching this important public safety improvement.

Sincerely,

  
James E. Coleman, III  
Special Negotiations Program Manager

Enclosure

CC: Ms. Helen L. Cuervo  
Mr. Dusty L. Holcombe  
Mr. Billy H. Beavers



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Shannon Valentine  
Chairperson

1401 East Broad Street  
Richmond, Virginia 23219

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

*Agenda item # 7*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**November 24, 2020**

#### **MOTION**

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

**Title: Rail Industrial Access – Eastern Engineered Wood Products, Inc.**

**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**, Eastern Engineered Wood Products, Inc. is currently leasing a facility in Emporia, Virginia and is expanding and relocating to the County of Charlotte; and

**WHEREAS**, Eastern Engineered Wood Products, Inc. has submitted an application for RIA grant funds in the amount of \$385,000 toward construction of 1,259 feet of track to serve a facility in the County of Charlotte; and

**WHEREAS**, the Department of Rail and Public Transportation (DRPT) has evaluated the project in accordance with the Board's RIA policy and, because the project scores 58 points, has recommended approval of the project; and

**WHEREAS**, the County of Charlotte, Virginia has, by resolution dated August 31, 2020, shown support for the application of up to \$385,000 in RIA funds for assistance in expanding track facilities to serve the Eastern Engineered Wood Products, Inc. facility located in the County of Charlotte; and

**WHEREAS**, Buckingham Branch Railroad, by letter dated August 8, 2020, 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, 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 \$385,000 of the RIA Fund be provided to construct approximately 1,259 linear feet of track 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 \$385,000 industrial rail access grant must be borne by Eastern Engineered Wood Products, Inc. or sources other than those administered by DRPT.
3. Execution of an agreement acceptable to the Director of DRPT.
4. Execution of a contractual commitment by Eastern Engineered Wood Products, Inc. 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 Charlotte, Virginia**

**Eastern Engineered Wood Products, Inc.**

**Summary:** Eastern Engineered Wood Products, Inc. (EEWP) is a wholesale distributor and technical services provider of engineered wood products (joists, trusses, beams, etc.) in the northeast and mid-Atlantic. EEWP is headquartered in Bethlehem, Pennsylvania. They currently lease a facility in Emporia, VA, but require more frequent rail service, resulting in a need to move their location. VEDP worked with EEWP to ensure the relocation would remain in Virginia, as sites in North Carolina were also considered. The new facility will locate in the County of Charlotte, Virginia in the Heartland Industrial Park. Buckingham Branch Railroad will provide rail service to the new operation.

EEWP has submitted an application for Rail Industrial Access grant funds in the amount of \$385,000 to construct a new rail spur at the proposed new facility located in the Heartland Industrial Park.

This project is part of an expansion of EEWP's engineered wood products wholesale next-day distribution to the residential and light commercial construction industry. The rail spur is part of the company's \$6.5M capital investment to grow their engineered wood products business. Reliable, frequent rail service was a critical component in selecting a new location for their expansion. Rail service will give EEWP access to more competitively priced suppliers of wood products in Canada, Oregon and Washington State to remain competitive in the Mid-Atlantic market they serve.

DRPT has evaluated the project in accordance with the CTB's Rail Industrial Access policy. The project scores 58 points. Projects must reach a 50 point threshold to receive a recommendation by DRPT staff.

- The Applicant plans 101 rail carloads annually in its application.
- The minimum threshold for carloads is 10 carloads annually.
- The Applicant committed to 7 new jobs.
- The Applicant will relocate 7 existing jobs from its Emporia facility.
- The Applicant's new 1,259 foot rail siding will remove approximately 343 trucks from Virginia highways per year.
- Railcar versus truckload ratio for this project is approximately 34% shipping by rail of outbound engineered wood products.
- Total Capital Investment in the expanded facility is estimated at \$6.5M.
- Total railroad track construction cost is estimated at \$550,000.

- Applicant is responsible for minimum 30% match toward rail costs.
- 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 2020 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



**10. If there were any presentations (PowerPoint, etc.), were you able to hear and see them?**

Poorly  
1      2      3      4      5  
Clearly

COMMENT \_\_\_\_\_

**11. Were the members as attentive and did they participate as much as you would have expected?**

Less  
1      2      3      4      5  
More

COMMENT \_\_\_\_\_

**12. Were there differences you noticed in how the members interacted?**

**With the other members present:**

Very Different  
1      2      3      4      5  
No Difference

**With members participating from other locations:**

Very Different  
1      2      3      4      5  
No Difference

**With the public:**

Very Different  
1      2      3      4      5  
No Difference

COMMENT \_\_\_\_\_

**13. Did you feel the technology was a help or a hindrance?**

Hindered  
1      2      3      4      5  
Helped

COMMENT \_\_\_\_\_

**14. How would you rate the overall quality of this meeting?**

Poor  
1      2      3      4      5  
Excellent

COMMENT \_\_\_\_\_

**THANK YOU. Please send your completed form by mail, facsimile or electronic mail to the FOIA Council using the following contact information:**

Virginia Freedom of Information Advisory Council  
General Assembly Building, Second Floor  
201 North 9th Street, Richmond, Virginia 23219  
[foiacouncil@dls.virginia.gov](mailto:foiacouncil@dls.virginia.gov)/Fax: 804-371-8705/Tele: 866-448-4100