



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD AGENDA

Ronald Reagan National Airport
Historic Terminal
2401 Smith Boulevard
Arlington, VA 22202
October 18, 2023

8:30 a.m. or upon adjournment of the October 17, 2023, Workshop meeting.

Public Comments:

Approval of Minutes:

September 20, 2023

LOCATION AND DESIGN:

Presenting: Emmett Heltzel
State Location & Design Engineer

1. Action on Limited Access Control Changes (LACCs) for Frontier Drive Extension and Braided Ramps, Fairfax County within the Northern Virginia District.
2. Action on Location Approval for Frontier Drive Extension within the Northern Virginia District.

MAINTENANCE DIVISION:

Presenting: Robbie Prezioso
Division Administrator

3. Action on Commemorative Naming of the bridge on Route 613, E. Spring Street, over the South Fork of the Powell River, Wise County within the Bristol District as the "Michael D. Chandler Memorial Bridge".
4. Action on Commemorative naming, at the request of Roanoke County, of the bridge on Route 760, Diuguids Lane, over the Roanoke River, Roanoke County within the Salem District as the "USN AWS1 James P. Buriak Memorial Bridge".

GOVERNANCE AND LEGISLATIVE AFFAIRS DIVISION:

Presenting: Jo Anne Maxwell
Division Administrator

5. Action on Periodic Regulatory Review

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION:

Presenting: Jennifer DeBruhl
Director

6. Action on Washington Metropolitan Area Transit Authority (WMATA) Annual Reporting, Fiscal Year 2023

INFRASTRUCTURE INVESTMENT DIVISION:

Presenting: Kimberly Pryor
Division Director

7. Action on FY24-29 Six-Year Improvement Program Transfers for August 19, 2023, through September 22, 2023.

LOCAL ASSISTANCE:

Presenting: Angel Deem
Chief of Policy

8. Action on Performance Policy for Locally Administered Projects.

VIRGINIA DEPARTMENT OF TRANSPORTATION:

Presenting: Laura Farmer
Chief Financial Officer

9. Action on Approval and Authorization for the Commissioner of Highways to Execute a TIFIA Direct Agreement Between the Virginia Department of Transportation, the Hampton Roads Transportation Accountability Commission and the United States Department of Transportation for the Hampton Roads Express Lanes Network, Segment 4C Project.

SCHEDULING AND CONTRACT:

Presenting: Ben Coaker
Assistant State Construction Engineer

10. Bids.

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Meeting of the Commonwealth Transportation Board
October 18, 2023
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NEW BUSINESS:

ADJOURNMENT:

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COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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Agenda item # 1

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

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

**Title: Limited Access Control Changes (LACCs)
for Frontier Drive Extension and Braided Ramps
Fairfax County**

WHEREAS, on July 16, 1987, the Commonwealth Transportation Board (CTB) designated the Springfield Bypass (Route 7900) from Route 7 (near Dranesville) to Route 1 (near Fort Belvoir), a section of which has been renamed the Franconia-Springfield Parkway, to be a limited access highway in accordance with then Article 4, Chapter 1, Title 33.1, § 33.1-34 of the *Code of Virginia* and in accordance with then CTB Policy; and

WHEREAS, on February 15, 2012, the CTB transferred the Franconia-Springfield Parkway from the Secondary State System to the Primary State System of Highways; and

WHEREAS, the route number for Franconia-Springfield Parkway was subsequently changed from Route 7900 to Route 289; and

WHEREAS, State Highway Project 2677-029-204, P101, R201, C501 (UPC#106742) in Fairfax County will extend Frontier Drive (Route 2677) from the Franconia-Springfield Parkway (Route 289) to Loisdale Road (Route 789), provide braided ramps at the Frontier Drive/Franconia-Springfield Parkway Interchange, and improve access to the Franconia-Springfield Metro station (the "Project"). In addition, (i) a shared use path will be provided along westbound Franconia-Springfield Parkway (Route 289); and (ii) a shared use path and a sidewalk will be provided along Frontier Drive (Route 2677), all within the areas designated as limited access; and

WHEREAS, the modification of the interchange ramps requires revisions to the adjacent limited access lines and limited access end points along eastbound and westbound Franconia-Springfield Parkway as shown on the Limited Access Line Exhibits and the Limited Access Control Point Stations and Offsets Table (attached); and

WHEREAS, a Joint Virtual Virginia Department of Transportation (VDOT) and Washington Metropolitan Area Transit Authority Combined Location & Design Public Hearing and National Environmental Policy Act (NEPA) Public Hearing (“Hearing”) was held for the Project, including the current and proposed locations of the limited access lines, on Tuesday, July 12, 2022, between 7:00 pm and 9:00 pm, and allowed public input to be collected concerning the request; and

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

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

WHEREAS, VDOT approved the Interchange Modification Report on February 6, 2023, and found that it adequately addresses the impacts from the Project and the proposed LACCs; and

WHEREAS, the Project is in compliance with NEPA requirements and an Environmental Assessment was prepared under an agreement between VDOT and the Federal Highway Administration (FHWA) and approved for public availability on May 23, 2022; and

WHEREAS, the Project is located within a non-attainment area for ozone, an Interagency Consultation for Conformity was conducted, and it was determined that the Project will not have an adverse impact on air quality; and

WHEREAS, the Project is in the County of Fairfax, the proposed LACCs were endorsed by the Fairfax County Board of Supervisors on February 21, 2023, and the Director of the Fairfax County Department of Transportation provided a letter of support dated March 27, 2023; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, in accordance with § 33.2-401 of the *Code of Virginia* and 24 VAC 30-401-10 et seq., that the CTB hereby finds and concurs in the determinations and recommendations of VDOT made herein, and directs that the Franconia-Springfield Parkway corridor in Fairfax County continue to be designated as a limited access control area, with the boundaries of limited access control being modified from the current locations as shown on the attached exhibits.

BE IT FURTHER RESOLVED, that pedestrians and bicyclists are authorized to use the existing and proposed shared use paths along westbound Franconia-Springfield Parkway (Route 289) and within the interchange area, within the areas designated as limited access.

BE IT FURTHER RESOLVED, that the Commissioner of Highways is authorized to take all actions and execute any and all documents necessary to implement the LACCs described herein.

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CTB Decision Brief
Proposed Limited Access Control Changes (LACCs)
Frontier Drive Extension and Braided Ramps
Project 2677-029-204, P101, R201, C501
UPC# 106742
Fairfax County

Issues: The area designated as limited access previously approved for the Franconia-Springfield Parkway (Route 289) and Frontier Drive (Route 2677) Interchange needs to be modified to accommodate the reconfiguration of the interchange ramps associated with the Frontier Drive Extension and Braided Ramps Project. These changes require the approval of the Commonwealth Transportation Board (CTB) pursuant to § 33.2-401 of the *Code of Virginia* and 24 VAC 30-401-10 *et seq.*

Facts:

- Limited access control for the Springfield Bypass (Route 7900) from Route 7 (near Dranesville) to Route 1 (near Fort Belvoir), a section of which has been renamed the Franconia-Springfield Parkway, was previously established on July 16, 1987, by the CTB and designated to be a limited access highway in accordance with then Article 4, Chapter 1, Title 33.1, § 33.1-34 of the *Code of Virginia* and in accordance with then CTB Policy.
- Franconia-Springfield Parkway was transferred from the Secondary State System to the Primary State System of Highways by the CTB on February 15, 2012.
- The route number for Franconia-Springfield Parkway was subsequently changed from Route 7900 to Route 289.
- State Highway Project 2677-029-204, P101, R201, C501 UPC#106742 in Fairfax County will extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road (Route 789), provide braided ramps at the Frontier Drive/Franconia-Springfield Parkway Interchange, and improve access to the Franconia-Springfield Metro station. In addition, (i) a shared use path will be provided along westbound Franconia-Springfield Parkway (Route 289); and (ii) a shared use path and a sidewalk will be provided along Frontier Drive (Route 2677), all within the areas designated as limited access.
- These improvements will impact the existing limited access control lines and limited access end points along eastbound and westbound Franconia-Springfield Parkway as shown on the Limited Access Line Exhibits and the Limited Access Control Point Stations and Offsets Table (attached).
- A Joint Virtual Virginia Department of Transportation (VDOT) and Washington Metropolitan Area Transit Authority (WMATA) Combined Location & Design Public Hearing and National Environmental Policy Act (NEPA) Public Hearing (the “Hearing”) was held for the Project, including the current and proposed locations of the

limited access lines, on Tuesday, July 12, 2022, between 7:00 pm and 9:00 pm, and allowed public input to be collected concerning the request.

- Proper notice of the Hearing was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the Project as presented, their statements being duly recorded.
- The economic, social, and environmental effects of the Project have been duly examined and given proper consideration and this evidence, along with all other relevant evidence, has been carefully reviewed.
- VDOT approved the Interchange Modification Report on February 6, 2023, and found that it adequately addresses the impacts from the Project and the proposed LACCs.
- The Project is in compliance with the NEPA requirements. An Environmental Assessment was prepared per concurrence dated November 10, 2016, and approved for public availability on May 23, 2022, by the Federal Highway Administration (FHWA). A Finding of No Significant Impact will be requested from FHWA after the public hearing transcript with comments and responses on the EA are addressed and Design Approval is obtained.
- The Project is located with a nonattainment for ozone and an Air Quality Technical Report dated December 2021 was completed by VDOT. It was determined the project will not cause or contribute to a new violation, increase the frequency or severity of any violation, or delay timely attainment of national ambient air quality standards established by the US Environmental Protection Agency.
- The Project is in Fairfax County and the proposed LACCs were endorsed by the Fairfax County Board of Supervisors on February 21, 2023, as noted in a letter from the Director of Fairfax County Department of Transportation dated March 27, 2023. The Project's design features were endorsed by the Fairfax County Board of Supervisors on April 11, 2023, as noted in a letter from the Director of Fairfax County Department of Transportation dated April 24, 2023. (See attached.)
- VDOT's Chief Engineer has determined that the proposed LACCs will not adversely affect the safety or operation of the highways.
- VDOT has reviewed the requested LACCs and determined that all are in compliance with § 33.2-401 of the *Code of Virginia* and with the policies and requirements of the CTB contained in 24 VAC 30-401-10 et seq.

Recommendations: It is recommended, pursuant to § 33.2-401 of the *Code of Virginia*, and 24 VAC 30-401-10 et seq., that the Franconia-Springfield Parkway corridor in Fairfax County continue to be designated as a limited access highway with the LACCs modified and/or established as shown on the attached exhibits. This action will modify the limited access line and right of way previously approved by the CTB on July 16, 1987.

Action Required by CTB: The *Code of Virginia* § 33.2-401 and 24 VAC 30-401-10 et seq. require a majority vote of the CTB to approve the recommended LACCs. The CTB will be presented with a resolution for a formal vote to approve the LACCs for the Project and to provide the Commissioner of Highways the requisite authority to execute all documents necessary to implement the LACCs.

Result, if Approved: The Commissioner of Highways will be authorized to execute any and all documents needed to comply with the resolution, and the Frontier Drive Extension and Braided Ramps Project will move forward.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: Eighty-three (83) citizens attended the virtual hearing. A total of eighty-six (86) comments were submitted. VDOT received forty-eight comments: forty (40) written comments, six (6) comments from Project webpage, and two (2) oral comments. WMATA received an additional thirty-eight (38) comments about the Project that were not specifically related to the Metro station. Of the total comments received regarding the Project, fifteen (15) supported the Project as proposed and presented, five (5) supported the Project as proposed and presented with modifications, and eleven (11) opposed the Project. Fifty-five (55) comments provided remarks on specific details of the Project without providing support or opposition.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

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

October 1, 2023

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

Subject: Approval of Limited Access Control Changes (LACCs) for the Frontier Drive Extension and Braided Ramps project in Fairfax County.

Dear Commonwealth Transportation Board Members:

The Department has initiated the above request for LACCs for your consideration. The proposed LACCs on State Highway Project 2677-029-204, P101, R201, C501; (UPC# 106742) have been determined as a necessary design feature and recommended for approval by the Department's staff.

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

Sincerely,

Barton A Thrasher
2023.09.27 09:40:38-04'00'
Barton A. Thrasher, P.E.
Chief Engineer

**Limited Access Control Point Stations and Offsets Table
for Frontier Drive Extension and Braided Ramps Project (UPC 106742)**

2677-029-204, P101, R201, C501

Sheet (s)	Station	Offset	Baseline	Description
1	165+83.58	41.74' LT	Frontier Drive BL	Begin proposed limited access line
1	166+75.69	42.00' LT	Frontier Drive BL	End proposed limited access line
1	166+12.13	104.44' RT	Frontier Drive BL	Begin proposed limited access line
1	167+11.05	104.52' RT	Frontier Drive BL	End proposed limited access line
2	155+54.64	154.82' RT	Frontier Drive BL	Begin proposed limited access line
2	155+81.17	307.53' RT	Frontier Drive BL	End proposed limited access line
3	105+54.68	92.54' LT	Ramp 1 BL	End proposed limited access line
5	116+62.35	329.80' LT	Ramp 1 BL	End proposed limited access line
5	116+68.73	322.69' LT	Ramp 1 BL	Begin proposed limited access line
6	118+55.72	46.51' LT	Ramp 1 BL	End proposed limited access line

7/16/87

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

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, Design Public Hearings were held between October 7 and November 20, 1986 in various locations in Fairfax County for the purpose of considering the proposed design of the Springfield Bypass* from Route 7 (near Dranesville) to Route 1 (near Fort Belvoir), in Fairfax County, excluding a section from Intersection 66 to Braddock Road and including the proposed Franconia Spur between Rolling Road and Beulah Street, State Project R000-029-249, PE-103, PE-104, PE-105, PE-106; Federal Project M-5401(), and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the major design features of this project be approved in accordance with the plan as proposed and presented at the said Design Public Hearing by the Department's engineers along alternatives that do not adversely impact Pope's Head Park, Burke Lake Park, South Run Park or Huntsman Park unless Federal approval is obtained with the following modifications:

* IKA FAIRFAX COUNTY PARKWAY
RTE. 7100

7/16/87

1. provide a grade separation with no access at Pinecrest Road,
2. provide an additional one way, northbound access only to the Fair Oaks Hospital,
3. eliminate access to Fairfax Station Road,
4. provide access for the extension of the Burke Center Parkway,
5. provide a grade separation with no access at Clara Barton Drive,
6. shift ramp alignment in the southwest quadrant of the Rolling Road interchange to reduce impacts on the adjacent community, and
7. provide minor adjustments where prudent and feasible to minimize or eliminate individual concerns; and

BE IT FURTHER RESOLVED, that the Springfield Bypass, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board be designated as a limited access highway as presented at the said hearing with modifications as included herein.

Motion carried.

Moved by Mrs. Kincheloe, seconded by Mr. Bacon, that

WHEREAS, under the authority of Section 33.1-62 of the Code of Virginia (1950), as amended, the Commonwealth Transportation Board is authorized to designate Virginia Byways as recommended by the Department of Conservation and Historic Resources after providing the opportunity for public hearings; and

WHEREAS, the staffs of the Division of Parks and Recreation and the Virginia Department of Transportation have reviewed and determined that Routes 601, 676, and 614 in Albemarle County from U.S. Routes 29/250 to the Community of Owensville where Route 601 changes to 676 then to 614 and extends to the intersection with Route 810 at the Community of White Hall, substantially meets the adopted criteria for Virginia Byways; and



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Sean T. Connaughton
Chairman

1401 East Broad Street - Policy Division - CTB Section - #1106
Richmond, Virginia 23219

(804) 786-1830
Fax: (804) 225-4700

Agenda item # 3

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

February 15, 2012

MOTION

Made By: Mr. Garczynski Seconded By: Mr. Koelemay

Action: Motion Carried, Unanimously

Title: Transfer of Selected Secondary Highways to Primary Highway System

WHEREAS, in accordance with Item 4.2.2 of the 2012 Virginia Department of Transportation Strategic Business Plan (the "Plan"), selected routes were reviewed for possible transfer from the Secondary System of Highways to the Primary System of Highways; and,

WHEREAS, the highways identified for the Plan's review were as follows: Route 3000, Prince William County Parkway located in Prince William County; Route 7100, Fairfax County Parkway located in Fairfax County; and, Route 7900, Franconia-Springfield Parkway located in Fairfax County; and,

WHEREAS, transfers of highways from the Secondary System of Highways to the Primary System of Highways by the Commonwealth Transportation Board are governed by §33.1-34.A, Code of Virginia, 1950, as amended, and Department Policy Memorandum (DPM) 8-1; and,

WHEREAS, Routes 3000, 7100 and 7900 each appear to have at least one section that meets many of the criteria laid out in DPM 8-1 for transfer to the Primary System of Highways; and ,

NOW, THEREFORE, BE IT RESOLVED, pursuant to § 33.1-34(A), Code of Virginia, this Board hereby orders the transfer of the below listed segments of Route 3000, Route 7100 and Route 7900, a combined distance of less than 50 miles, from the Secondary System of Highways to the Primary System of Highways.

Fairfax County - Route 7100 – Fairfax County Parkway

CTB Transfers to Primary System:

From: Route 1 to Routes 617 & 877	2.80 Mi.
From: Route 7900 @ Rolling Road to 0.19 Mi. West Ramp from Route 636, Hoes Road	2.56 Mi.
From: 0.12 Mi. Southeast Ramp from Route 123 to Ramps To & From Route 267	14.60 Mi.
From: 0.04 Mi. So. Ramps to & From Spring Street to Route 6220 @ Route 7	4.0 Mi.
From: 0.19 Mi. West Ramp From Route 636, Hoes Road To 0.12 Mi. Southeast Ramp from Route 123	4.71 Mi.
From: Ramps To & From Route 267 to 0.04 Mi. So. Ramps To & From Spring Street	0.24 Mi.
From: Route 877 to Route 617, approximately	0.30 Mi.
Approximate Mileage For CTB Transfers:	29.21 Mi.

Fairfax County - Route 7900 – Franconia-Springfield Parkway

CTB Transfers to Primary System:

From: Route 7100 @ Rolling Road to 0.47 Mi. East Bonnie Mill Lane	1.72 Mi.
From: 0.32 Mi. West Frontier Drive Ramps to Frontier Dr.	0.50 Mi.
From: Frontier Drive to Route 613 – Beulah Road	0.86 Mi.
From: 0.47 Mi. East Bonnie Mill Lane to 0.32 Mi. West Frontier Drive Ramps	0.60 Mi.
Approximate Mileage for CTB Transfers to Primary System	3.68 Mi.

Prince William County - Route 3000 – Prince William Parkway

CTB Transfers to Primary System:

From: Route 234 to SCL Manassas @ Hastings Drive	1.89 Mi.
From: Liberia Drive & Wellington Road @ ECL Manassas to To Route 1	14.02 Mi.
Approximate Mileage for CTB Transfers to Primary System	15.91 Mi.

Total Approximate Mileage for Transfer to Primary System by CTB in 2012: 48.80 Mi.

THREE MAJOR PARKWAYS NOW PRIMARY ROADS

New route numbers and funding for Fairfax County, Prince William, and Franconia-Springfield parkways

FAIRFAX—The Commonwealth Transportation Board approved the transfer yesterday of the Fairfax County Parkway, Prince William Parkway and Franconia-Springfield Parkway to primary roads, making them eligible for new funding and maintenance priorities.

As primary roads, the routes can receive federal funding for paving, guardrail, bridge improvements and other projects. Federal funding typically covers 80 percent of the cost to maintain interstates and primary roads, with the remaining 20 percent from state funds.

The **Fairfax County Parkway** (Route 7100), which runs from Route 1 to Route 7, will be renamed **Route 286**. The 32-mile road carries between 22,000 and 75,000 vehicles per day.

The **Franconia-Springfield Parkway** (Route 7900), which runs from Beulah Road to the Fairfax County Parkway, will be renamed **Route 289**. The 4-mile road carries between 53,000 and 57,000 vehicles per day.

The **Prince William Parkway** (Route 3000), which runs from Route 1 to Route 234, will be renamed **Route 294**. The 16-mile road carries between 25,000 and 54,000 vehicles per day.

Over the next three months, VDOT will replace signs with the new route numbers and add additional signs indicating “Old Route 7100,” “Old Route 3000,” and “Old Route 7900.” Drivers will see the old route number alongside the new route number for about a year so that hotels, businesses, map companies, etc. have ample time to update their materials.

Roads may be considered for the transfer from secondary to primary when they meet a majority of certain criteria, such as carrying a minimum traffic volume; carrying a minimum percentage of out-of-state, truck, tractor-trailer, or bus traffic; and serving as a link for highways, county seats or sites of historic or scenic interest.

There are now about 470 miles of primary roads in northern Virginia, and 8,000 miles of primary roads statewide.

Information in VDOT news releases was accurate at the time the release was published. For the most current information about projects or programs, please visit the project or program Web pages. You may find those by searching by keyword in the search Virginia DOT box above.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax

March 27, 2023

Mr. John D. Lynch, P.E.
District Administrator
Northern Virginia District
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030

Subject: Board of Supervisors Endorsement of Limited Access Control Changes for
Frontier Drive Extension, UPC 106742

Dear Mr. Lynch: *John*

On February 21, 2023, the Fairfax County Board of Supervisors endorsed the proposed Limited Access Control Changes for the Frontier Drive extension project. The changes to Limited Access Control are needed at three locations: along Frontier Drive at the north end of the project (at Spring Mall Road intersection), in the southeast quadrant of Frontier Drive / Franconia-Springfield Parkway interchange, just south of the ramp from the Metro station Ring Road to eastbound Franconia-Springfield Parkway, and north and east of the braided ramp interchange.

Please contact Nick Alexandrow at (703) 877-5754 if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Tom Biesiadny
Director

cc: Zamir Mirza, P.E., Project Manager, VDOT
Nicholas Roper, P.E., Project Development, VDOT
Minwoo Ha, Manager, Preliminary Engineering, VDOT
Gregg Steverson, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Michael J. Guarino, Chief, Capital Projects Section, FCDOT
Tad Borkowski, Capital Projects Section, FCDOT
Nick Alexandrow, Capital Projects Section, FCDOT

Fairfax County Department of Transportation

4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot



Beardsley, David (VDOT)

Subject: FW: LACC for UPC 106742 - Frontier Drive NoVA District

From: Snider, Lori A. (VDOT) <Lori.Snider@VDOT.Virginia.gov>
Sent: Tuesday, September 26, 2023 1:57 PM
To: Leckner, Kimberly M. (VDOT) <Kimberly.Leckner@VDOT.Virginia.gov>
Cc: Garrett, Michael L. (VDOT) <Michael.Garrett@VDOT.Virginia.gov>; Koscinski, Jr., Joseph P., P.E. (VDOT) <Joseph.Koscinski@VDOT.Virginia.gov>
Subject: Re: LACC for UPC 106742 - Frontier Drive NoVA District

I approve of this LACC from a Right of Way & Utilities standpoint.

Thank you,
Lori

Lori A. Snider

State Right of Way & Utilities Director / Right of Way & Utilities Division



Virginia Department of Transportation

804-786-5841 office / 434-907-4915 cell

Lori.Snider@VDOT.Virginia.gov

From: Leckner, Kimberly M. (VDOT) <Kimberly.Leckner@VDOT.Virginia.gov>
Sent: Friday, September 15, 2023 1:34 PM
To: Snider, Lori A. (VDOT) <Lori.Snider@VDOT.Virginia.gov>
Cc: Garrett, Michael L. (VDOT) <Michael.Garrett@VDOT.Virginia.gov>; Koscinski, Jr., Joseph P., P.E. (VDOT) <Joseph.Koscinski@VDOT.Virginia.gov>
Subject: Re: LACC for UPC 106742 - Frontier Drive NoVA District

Lori,

I have received and reviewed the attached project related LACC request from L&D. I recommend your approval from a Right of Way and Utilities perspective. If you concur, please indicate your approval with a response to Joe who is cc'd.

Thanks!

Kimberly Leckner

Program Manager / Right of Way and Utilities Division

Virginia Department of Transportation



(o) (804) 786-4079

(c) (703) 853-5619

Kimberly.Leckner@VDOT.Virginia.gov

From: Koscinski, Jr., Joseph P., P.E. (VDOT) <Joseph.Koscinski@VDOT.Virginia.gov>

Sent: Thursday, September 14, 2023 1:46 PM

To: Leckner, Kimberly M. (VDOT) <Kimberly.Leckner@VDOT.Virginia.gov>; Porter, Ellen (VDOT) <Ellen.Porter@vdot.virginia.gov>

Cc: Maxwell, JoAnne P (VDOT) <joanne.maxwell@vdot.virginia.gov>; Garrett, Michael L. (VDOT) <Michael.Garrett@VDOT.Virginia.gov>; Beardsley, David (VDOT) <David.Beardsley@vdot.virginia.gov>

Subject: LACC for UPC 106742 - Frontier Drive NoVA District

All,

I have attached the LACC documents for the above-mentioned project for review and comments for the **October 18, 2023 CTB Meeting**. If you have no comments, please let me know.

Kim- If you have no comments, please send an email to Lori recommending your approval of the LACC.

Please provide comments no later than the **COB Sept 20, 2023**.

If you have any questions or concerns, please contact me.

Thank you,
Joe

Joseph P. Koscinski Jr.

State Geometric Design Engineer Location and Design Division

Virginia Department of Transportation

(804) 225-3934

joseph.koscinski@vdot.virginia.gov



Frontier Drive Extension and Braided Ramps - Phase I
VDOT Project Number 2677-029-204,
PI01,R20I,C50I - UPC 106742
Vicinity Map



Project Limits

Project Limits

Project Limits

Project Limits

Franconia Springfield Metro Station

CSX Tracks


WMATA Tracks

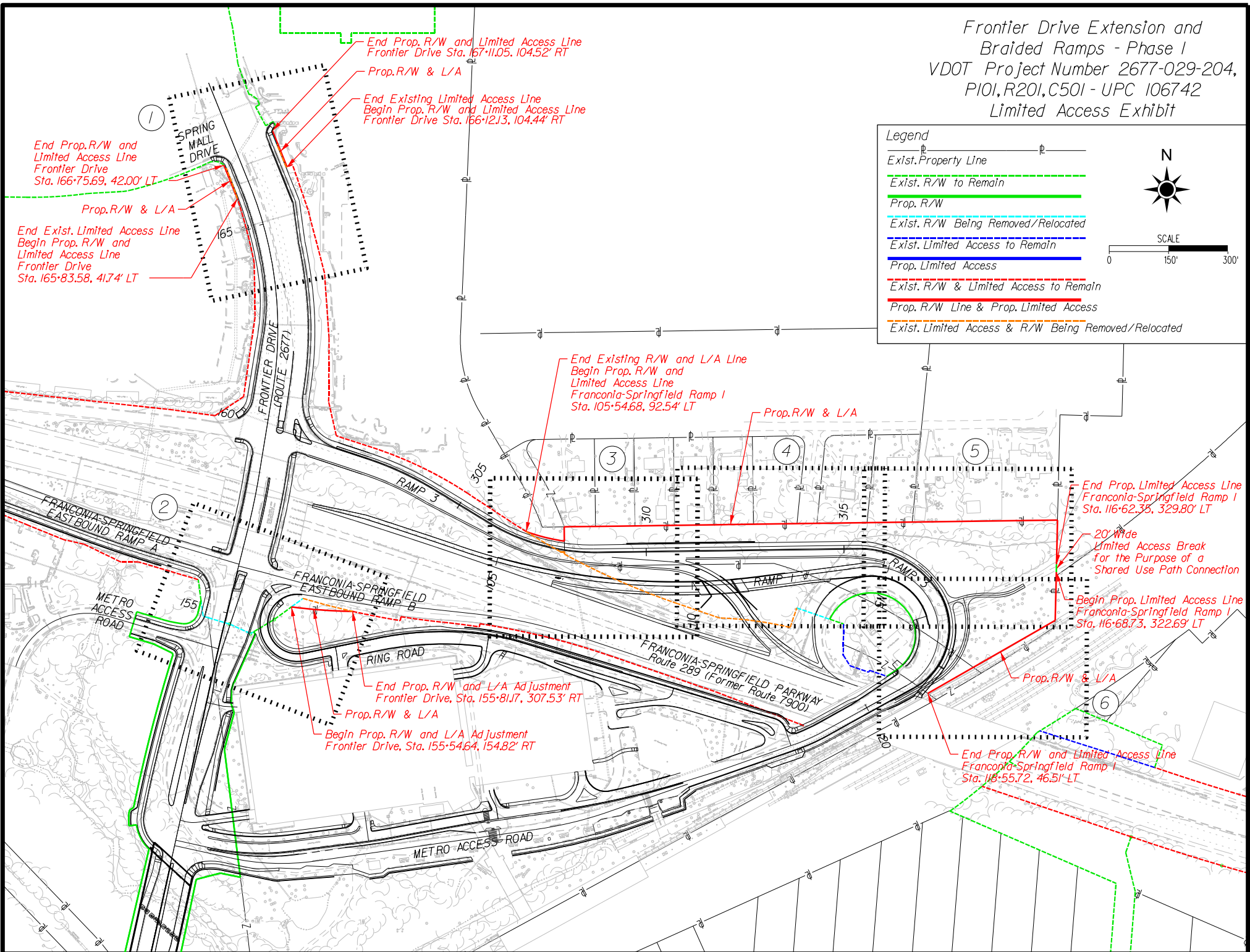


Frontier Drive Extension and Braided Ramps - Phase I
 VDOT Project Number 2677-029-204,
 P101,R201,C501 - UPC 106742
 Limited Access Exhibit

Legend

- Exist. Property Line
- - - - - Exist. R/W to Remain
- Prop. R/W
- - - - - Exist. R/W Being Removed/Relocated
- - - - - Exist. Limited Access to Remain
- Prop. Limited Access
- - - - - Exist. R/W & Limited Access to Remain
- Prop. R/W Line & Prop. Limited Access
- - - - - Exist. Limited Access & R/W Being Removed/Relocated


 SCALE
 0 150' 300'



Frontier Drive Extension and Braided Ramps - Phase I
 VDOT Project Number 2677-029-204,
 P101,R201,C501 - UPC 106742
 Limited Access Exhibit - Sheet 1

End Prop.R/W and Limited Access Line
 Frontier Drive Sta. 166+75.69, 42.00' LT

End Existing Limited Access Line

Prop.R/W & L/A

Begin Prop.R/W and Limited Access Line
 Frontier Drive Sta. 165+83.58, 41.74' LT

Exist.R/W & L/A

Exist.R/W

End Prop. R/W and Limited Access Line
 Frontier Drive Sta. 167+11.05, 104.52' RT

Exist. R/W Being Removed/Relocated
 End Existing Limited Access Line

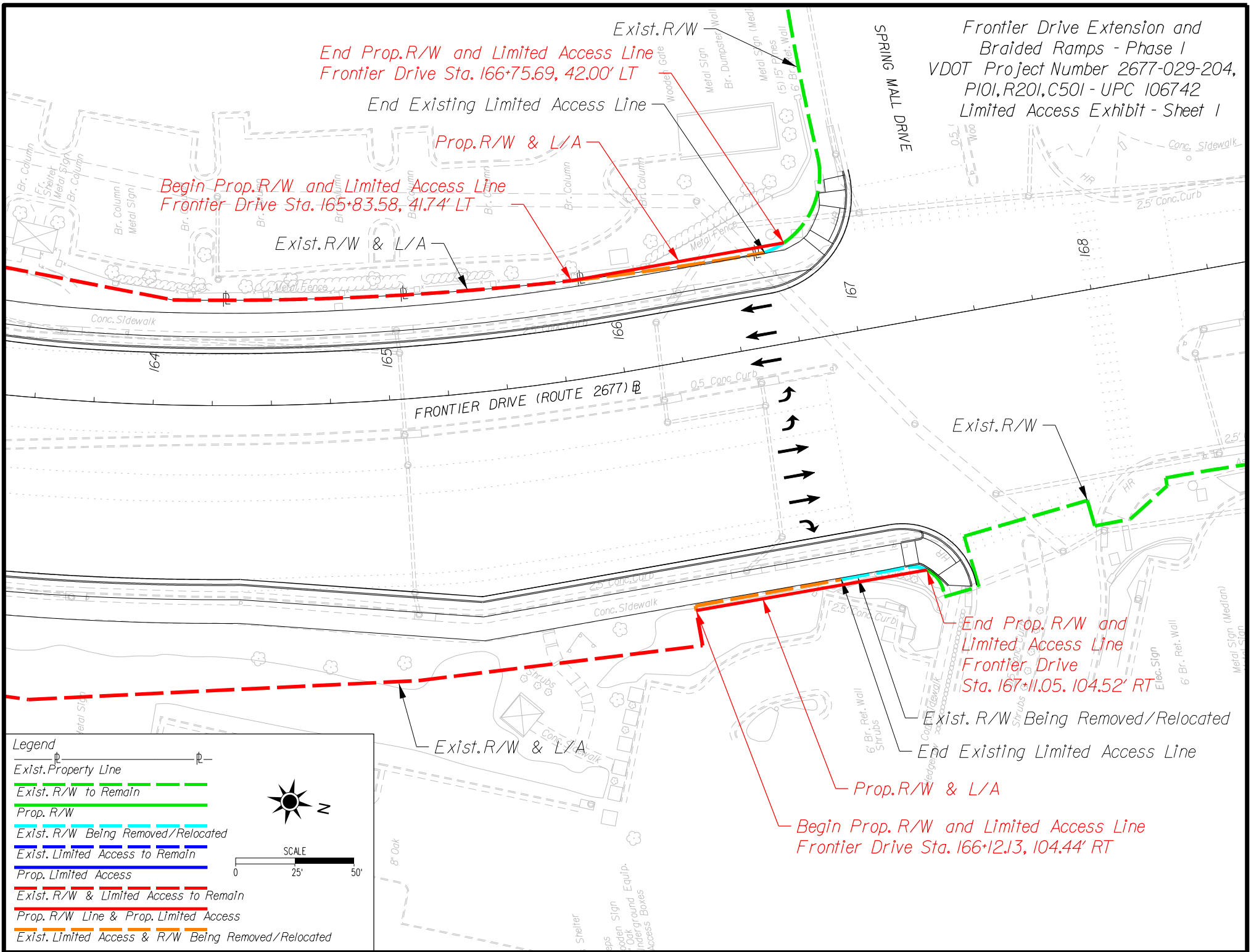
Prop.R/W & L/A

Begin Prop. R/W and Limited Access Line
 Frontier Drive Sta. 166+12.13, 104.44' RT

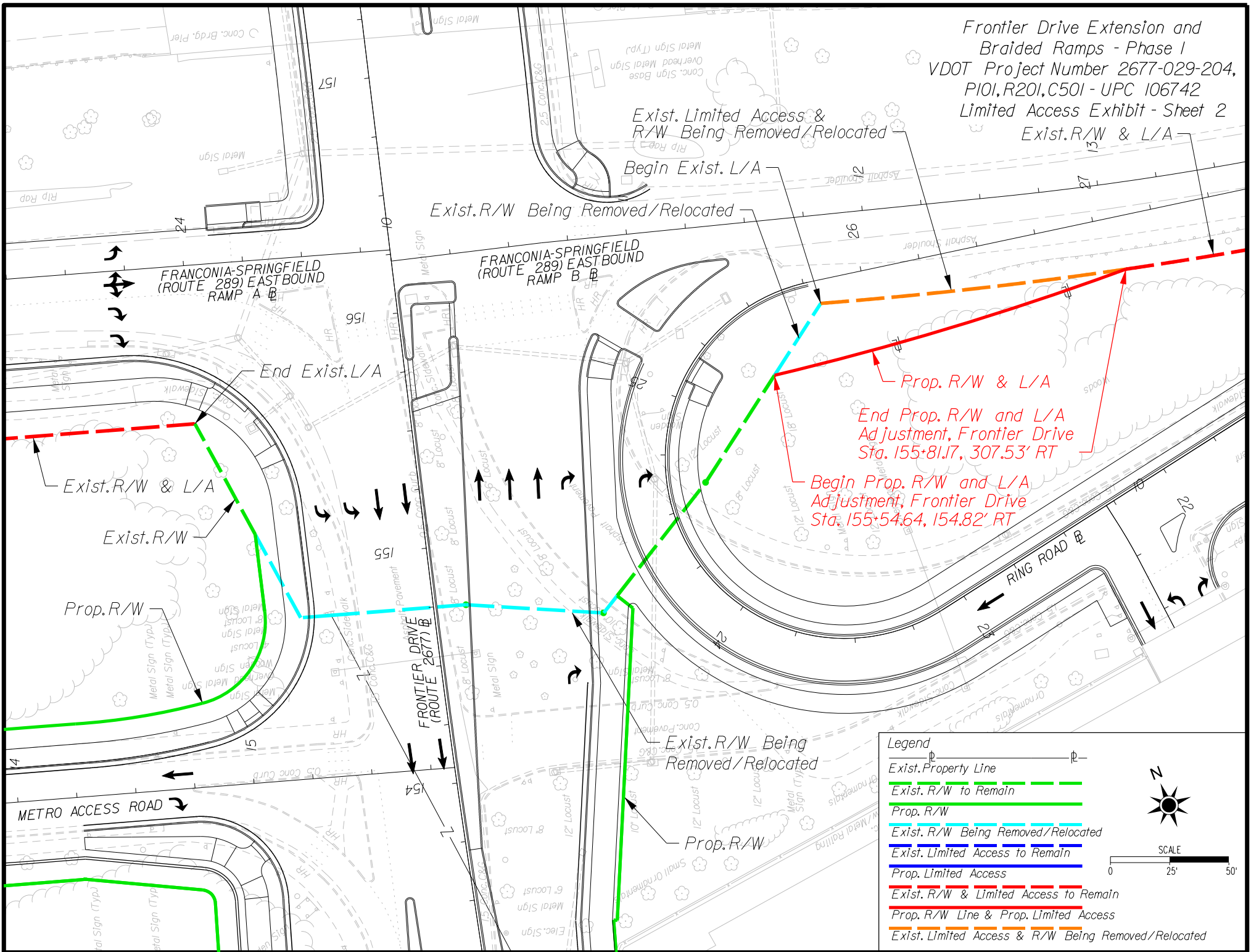
Legend

- Exist. Property Line
- Exist. R/W to Remain
- Prop. R/W
- Exist. R/W Being Removed/Relocated
- Exist. Limited Access to Remain
- Prop. Limited Access
- Exist. R/W & Limited Access to Remain
- Prop. R/W Line & Prop. Limited Access
- Exist. Limited Access & R/W Being Removed/Relocated

SCALE
 0 25' 50'



Frontier Drive Extension and Braided Ramps - Phase I
 VDOT Project Number 2677-029-204,
 P10I,R20I,C50I - UPC 106742
 Limited Access Exhibit - Sheet 2
 Exist.R/W & L/A



Legend

- Exist. Property Line
- Exist. R/W to Remain
- Prop. R/W
- Exist. R/W Being Removed/Relocated
- Exist. Limited Access to Remain
- Prop. Limited Access
- Exist. R/W & Limited Access to Remain
- Prop. R/W Line & Prop. Limited Access
- Exist. Limited Access & R/W Being Removed/Relocated

SCALE
 0 25' 50'

Frontier Drive Extension and Braided Ramps - Phase I
 VDOT Project Number 2677-029-204,
 P101,R201,C501 - UPC 106742
 Limited Access Exhibit - Sheet 3

End Existing R/W and L/A Line
 Begin Prop. R/W and Limited Access Line
 Franconia-Springfield Ramp 1
 Sta. 105+54.68, 92.54' LT

Exist. R/W & L/A

Prop. R/W & L/A

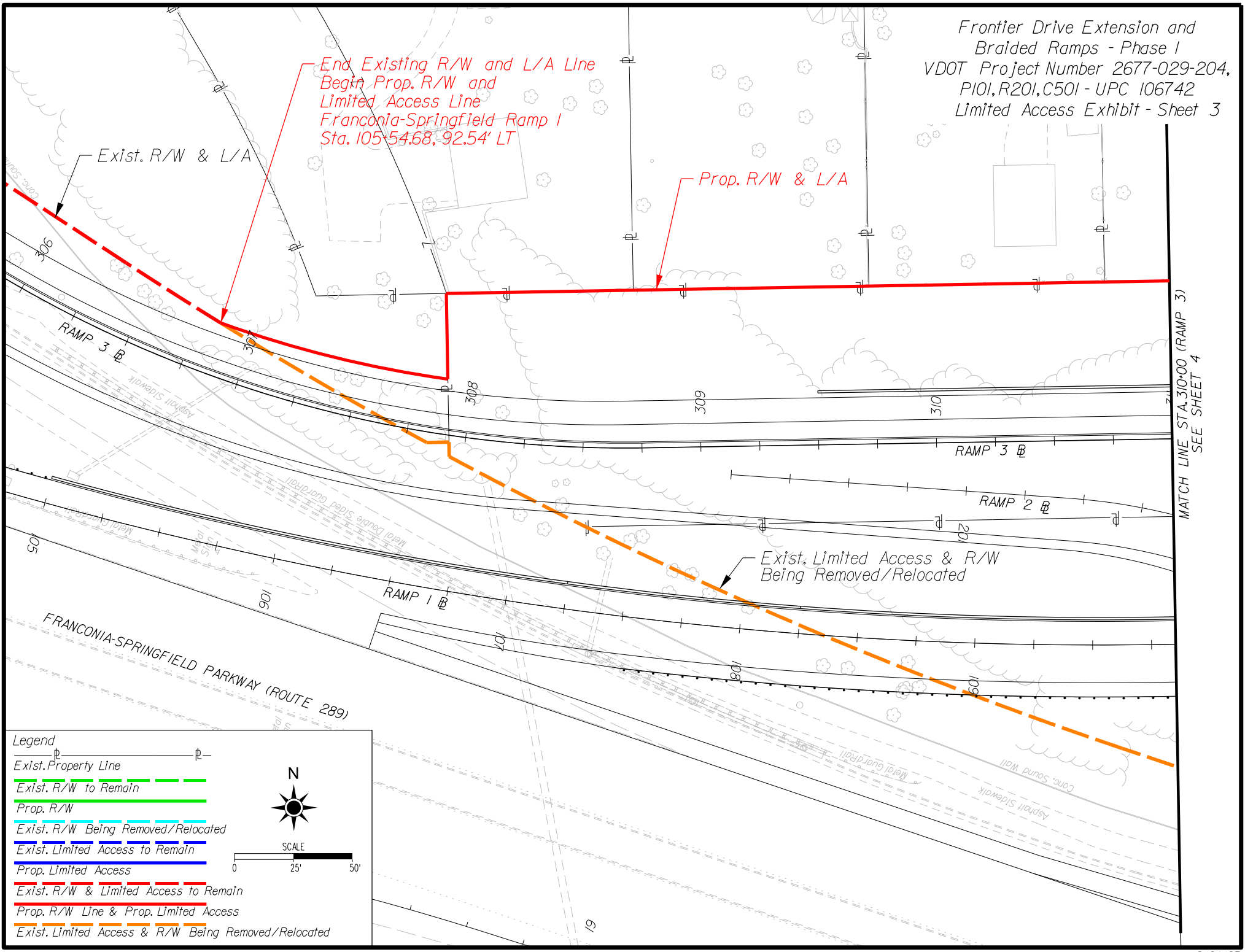
MATCH LINE STA. 310+00 (RAMP 3)
 SEE SHEET 4

Exist. Limited Access & R/W
 Being Removed/Relocated

Legend

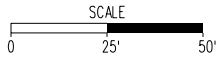
- Exist. Property Line
- Exist. R/W to Remain
- Prop. R/W
- Exist. R/W Being Removed/Relocated
- Exist. Limited Access to Remain
- Prop. Limited Access
- Exist. R/W & Limited Access to Remain
- Prop. R/W Line & Prop. Limited Access
- Exist. Limited Access & R/W Being Removed/Relocated

SCALE 0 25' 50'



Legend

- Exist. Property Line
- Exist. R/W To Remain
- Prop. R/W
- Exist. R/W Being Removed/Relocated
- Exist. Limited Access to Remain
- Prop. Limited Access
- Exist. R/W & Limited Access to Remain
- Prop. R/W Line & Prop. Limited Access
- Exist. Limited Access & R/W Being Removed/Relocated



Frontier Drive Extension and
Braided Ramps - Phase I
VDOT Project Number 2677-029-204,
PI01,R20I,C50I - UPC 106742
Limited Access Exhibit - Sheet 4

Prop. R/W & L/A

MATCH LINE STA. 310+00 (RAMP 3) - SEE SHEET 3

MATCH LINE STA. 316+00 (RAMP 3) - SEE SHEET 5

RAMP 3 B

RAMP 1 B

RAMP 2 B

Exist. R/W Being Removed/Relocated

End of Exist. L/A

Prop. R/W

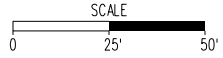
Begin of Exist. L/A

Exist. L/A

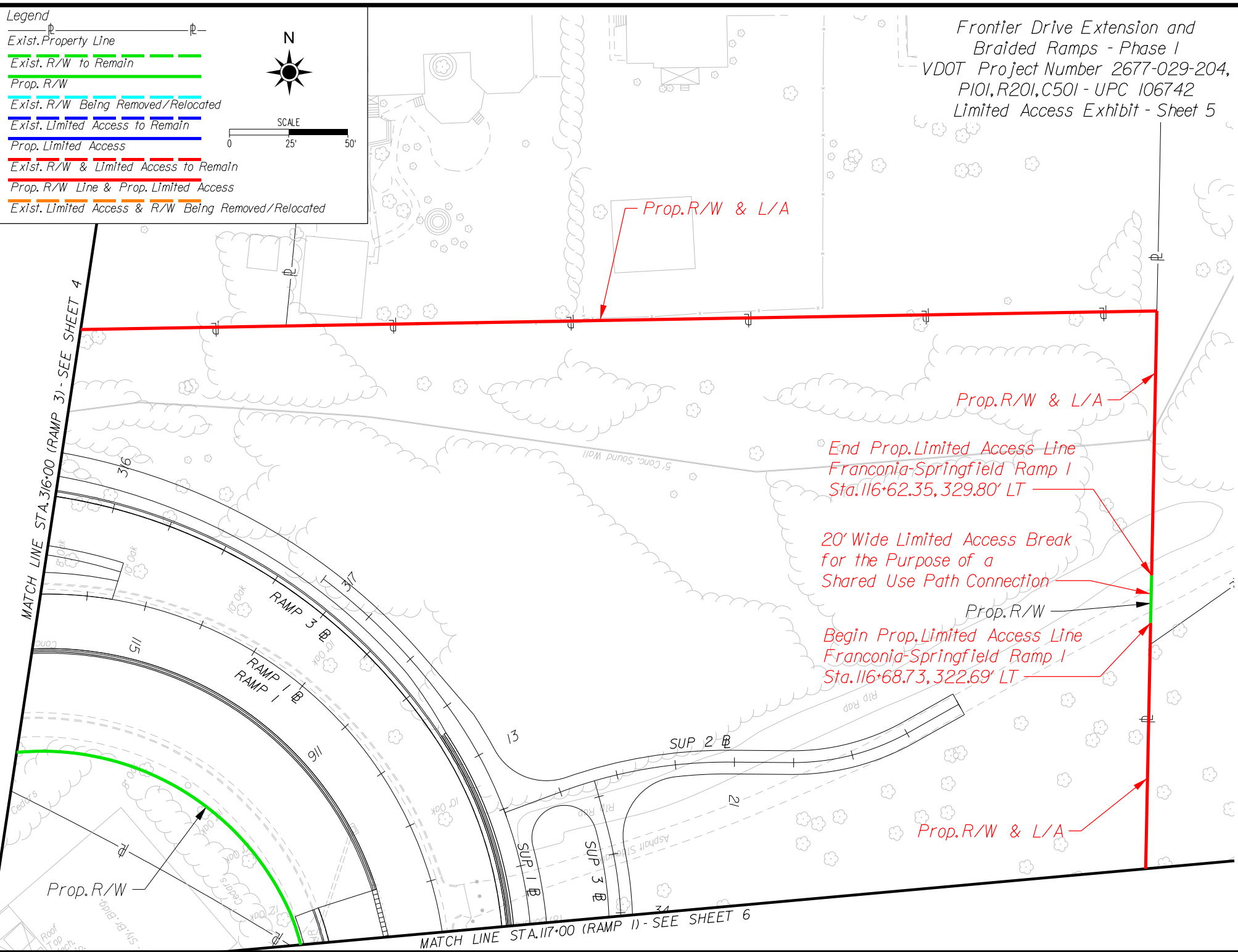
Exist. Limited Access & R/W Being Removed/Relocated

Legend

- Exist. Property Line
- Exist. R/W To Remain
- Prop. R/W
- Exist. R/W Being Removed/Relocated
- Exist. Limited Access to Remain
- Prop. Limited Access
- Exist. R/W & Limited Access to Remain
- Prop. R/W Line & Prop. Limited Access
- Exist. Limited Access & R/W Being Removed/Relocated



Frontier Drive Extension and Braided Ramps - Phase I
 VDOT Project Number 2677-029-204,
 P10I,R20I,C50I - UPC 106742
 Limited Access Exhibit - Sheet 5



Prop. R/W & L/A

Prop. R/W & L/A

End Prop. Limited Access Line
 Franconia-Springfield Ramp 1
 Sta. 116+62.35, 329.80' LT

20' Wide Limited Access Break
 for the Purpose of a
 Shared Use Path Connection

Prop. R/W

Begin Prop. Limited Access Line
 Franconia-Springfield Ramp 1
 Sta. 116+68.73, 322.69' LT

Prop. R/W & L/A

MATCH LINE STA. 316+00 (RAMP 3) - SEE SHEET 4

MATCH LINE STA. 117+00 (RAMP 1) - SEE SHEET 6

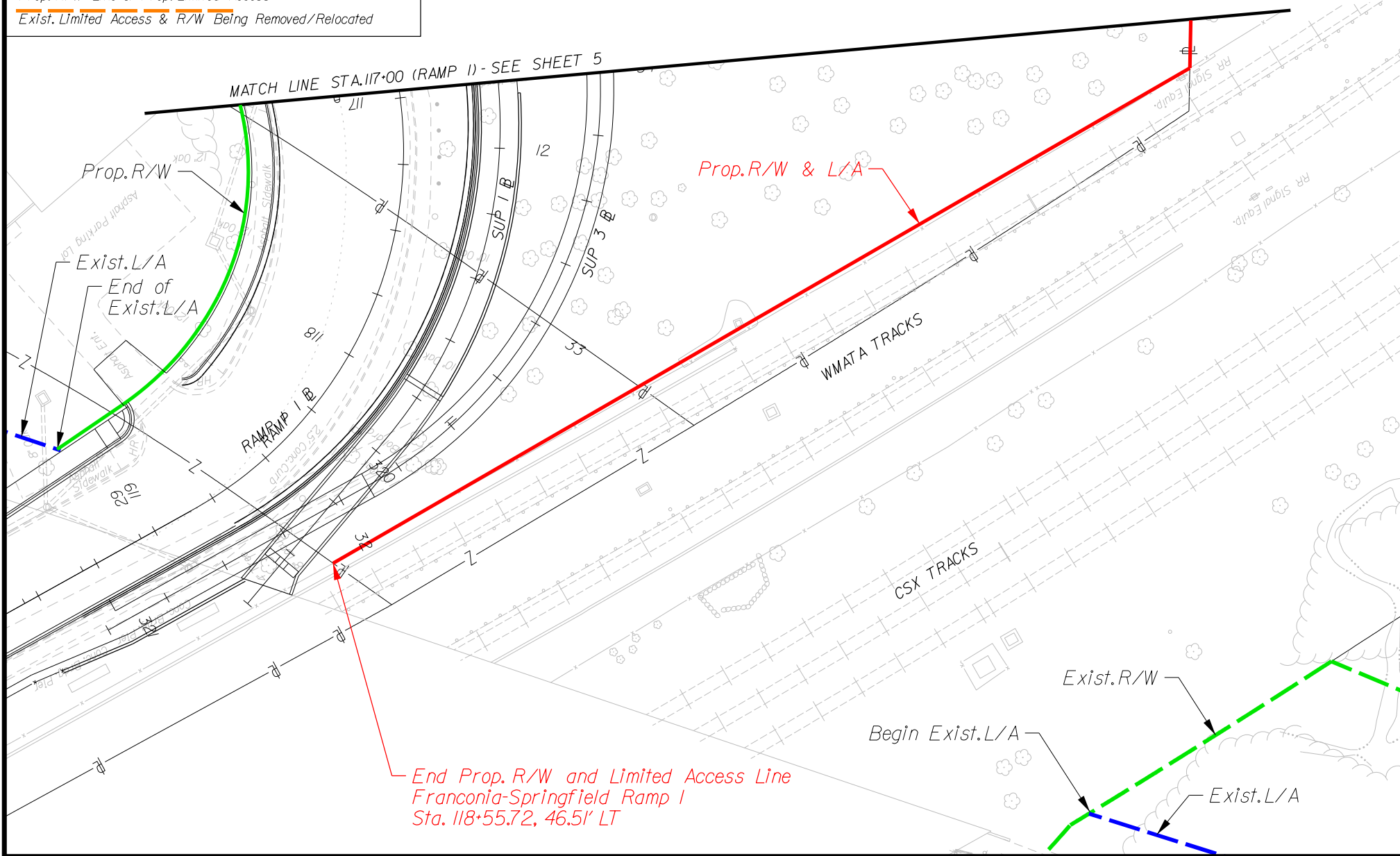
Legend

- Exist. Property Line
- Exist. R/W To Remain
- Prop. R/W
- Exist. R/W Being Removed/Relocated
- Exist. Limited Access to Remain
- Prop. Limited Access
- Exist. R/W & Limited Access to Remain
- Prop. R/W Line & Prop. Limited Access
- Exist. Limited Access & R/W Being Removed/Relocated



Frontier Drive Extension and Braided Ramps - Phase I
 VDOT Project Number 2677-029-204,
 P101, R201, C501 - UPC 106742
 Limited Access Exhibit - Sheet 6

MATCH LINE STA. 117+00 (RAMP 1) - SEE SHEET 5





COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 2

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By: Seconded By: Action:

Title: Location Approval for Frontier Drive Extension,

WHEREAS, State Highway Project 2677-029-204, P101, R201, C501 (UPC #106742) will extend Frontier Drive (Route 2677) in Fairfax County, from Franconia-Springfield Parkway (Route 289) to Loisdale Road (Route 789), provide braided ramps at the Frontier Drive/Franconia-Springfield Parkway Interchange, and improve access to the Franconia-Springfield Metro station (the "Project"); and

WHEREAS, in accordance with the § 33.2-208 of the *Code of Virginia* and the policies and regulations of the Commonwealth Transportation Board (CTB), including 24 VAC 30-380-10, a Joint Virtual Virginia Department of Transportation (VDOT) and Washington Metropolitan Area Transit Authority (WMATA) Combined Location & Design Public Hearing and National Environmental Policy Act (NEPA) Public Hearing (the "Hearing") was held on July 12, 2022, for the purpose of considering the preferred alignment of the extension of Frontier Drive as shown in Attachment A, and the potential impacts of the Project; and

WHEREAS, proper notice of the Hearing and the potential alignments to be considered was given in advance, and all those present were given a full opportunity to express their opinions and recommendations on the alternatives under consideration, and their statements have been duly recorded; and

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

Resolution of the Board
Location Approval for Frontier Drive Extension and Braided Ramps
October 18, 2023
Page 2 of 2

WHEREAS, the Project is in compliance with the NEPA requirements and an Environmental Assessment was prepared under an agreement between VDOT and the Federal Highway Administration (FHWA) and approved for public availability on May 23, 2022; and

WHEREAS, on April 11, 2023, the Fairfax County Board of Supervisors endorsed the Project design, as generally presented at the Hearing, and a letter of support from Fairfax County is provided as Attachment B; and

WHEREAS, review of all data resulted in VDOT's recommendation that the alignment presented at the Hearing be identified as the Preferred Alternative.

NOW, THEREFORE, BE IT RESOLVED, that the CTB hereby approves the location of Frontier Drive Extension as proposed and presented at the Hearing for the Project and as shown in Attachment A.

#####

Commonwealth Transportation Board (CTB) Decision Brief

Location Approval for Frontier Drive Extension

Issue: The extension of Frontier Drive (Route 2677), south from Franconia-Springfield Parkway (Route 289) to Loisdale Road (Route 789), shall include grading and the construction of four (4) 11-foot lanes of Minor Arterial roadway, medians, curb and gutter, and shared use paths on both sides along a new alignment (the “Project”). Pursuant to § 33.2-208 of the *Code of Virginia*, the CTB is required to approve the location of the Frontier Drive Extension from among the alternative alignments that were evaluated.

Facts:

- No other alternative alignments were considered viable in the draft Environmental Assessment document approved for public availability by the Federal Highway Administration.
- The Project will reduce congestion, improve safety, enhance traffic operations, and improve access to the Franconia-Springfield Metro Station for all travel modes. The Project also provides facilities for pedestrians and bicycles.
- The Project improves entrance and exit ramps to and from Frontier Drive to Franconia-Springfield Parkway with the addition of braided ramps.
- The Project will accommodate high existing and future traffic demands in the Springfield area.

Recommendations: VDOT recommends approval of the location of the Frontier Drive Extension as presented at the July 12, 2022, Virtual VDOT and WMATA Joint Location and Design Public Hearing. (See attached).

Action Required by CTB: The *Code of Virginia* § 33.2-208, requires the majority vote of the CTB to locate and establish the routes to be followed by the roads comprising systems of state highways between points designated in the establishment of such systems.

Result, if Approved: If approved by the Board, the Project will move forward to the detailed design phase.

Options: Approve, Deny or Defer

Public Comments/ Reaction: The Hearing was held on July 12, 2022. Those that attended were provided with a presentation of the Project, which included all design aspects of the Project, and the opportunity to ask questions and provide comments.

Eighty-three (83) citizens attended the virtual hearing. A total of eighty-six (86) comments were submitted. VDOT received forty-eight comments: forty (40) written comments, six (6) comments from Project webpage, and two (2) oral comments. WMATA received an additional thirty-eight (38) comments about the Project that were not specifically related to the Metro station. Of the total comments received regarding the Project, fifteen (15) supported the Project as proposed and presented, five (5) supported the Project as proposed and presented with modifications, and eleven

(11) opposed the Project. Fifty-five (55) comments provided remarks on specific details of the Project without providing support or opposition.

Fairfax County endorsed the Project as generally presented at the Hearing on April 11, 2023. (See attached letter in Attachment B.)

CTB LOCATION AND DESIGN PUBLIC HEARING SUMMARY

Frontier Drive Extension and Braided Ramps Project Fairfax County

State Project: 2677-029-204, P101, R201, C501

UPC: 106742

Federal Project: STP/F-5B01 (030)

Fr: Franconia Springfield Parkway

To: Loisdale Road

Project Length: 1.24 miles

PROJECT HISTORY –

The Springfield-Franconia area contains one of the largest commercial developments in Fairfax County. With the newly renovated Springfield Mall, the area has also become one of the largest retail submarkets in the County, according to the March 2017 Interchange Modification Report (IMR). For the past several years, regional stakeholders, including Fairfax County and VDOT, have worked to develop strategies and improvement plans to address growing demands and challenges in the Springfield Area.

In 2010, the Fairfax County Department of Transportation initiated a traffic study to explore options for the possible extension of Frontier Drive (Route 2677) from its current southern terminus at Franconia-Springfield Parkway (Route 289) to intersect with Loisdale Road (Route 789). The study was completed in 2012 and the conclusions derived from this study were determined through consensus achieved by way of a series of design workshops that explored more than ten alternatives. Each alternative was reviewed and discussed in terms of operational aspects such as vehicular flow, parking impacts, transit impacts, and pedestrian/bicycle accessibility. The preferred alternative that was ultimately selected included the preliminary alignment of the Frontier Drive extension and braided ramps at the Frontier Drive/Franconia-Springfield Parkway Interchange (the Frontier Drive Extension and Braided Ramps Project or the “Project”).

Subsequent to the 2017 IMR, VDOT conducted a Value Engineering study in June 2018, which recommended a jughandle design at the intersection of Frontier Drive Extension and the Metro Station Access Road. Accordingly, the environmental document and IMR were revised to reflect the jughandle design. During the preliminary engineering phase, close coordination has occurred among VDOT, Fairfax County, and Washington Metropolitan Area Transit Authority (WMATA). This coordination continued with the Joint Virtual VDOT and WMATA Combined Location & Design and National Environmental Policy Act (NEPA) Public Hearing for the Project (the “Public Hearing”).

PROJECT PURPOSE –

The purpose of the Frontier Drive Extension and Braided Ramps Project is to address traffic congestion, improve traffic operations and safety, improve accessibility to local businesses and facilities, and enhance the overall transportation network connectivity in the Springfield area.

TYPICAL SECTION –

The Project design includes (i) construction of a four-lane divided roadway; (ii) new braided ramps at the Frontier Drive/Franconia-Springfield Parkway Interchange; (iii) a new intersection at the Metro Access Road with Frontier Drive; (iv) reconfigured sections of the Franconia-Springfield Metro Station circulatory road; (v) additional bus bays, storage space, and a new intersection at the eastern end of the circulatory road; and (vi) a new bridge to span Long Branch Stream.

Frontier Drive is proposed as a four-lane divided roadway composed of new construction and improvements to the existing Springfield Center Drive at its intersection with Loisdale Road. The overall width of the Frontier Drive Extension is ninety-eight (98) feet, with two eleven (11) foot lanes in each direction, a variable width median, and a ten (10) foot shared use path on both sides separated by a six (6) foot buffer from the road. New braided ramps at the Frontier Drive/Franconia-Springfield Parkway Interchange are also included with this Project.

PUBLIC HEARING –

Type - Combined Location and Design, jointly held between VDOT and WMATA
Date - July 12, 2022
Time - 7 pm
Location - Virtual

ATTENDANCE –

Eighty-three (83) citizens attended the Public Hearing.

COMMENTS RECEIVED –

Eighty-three (83) citizens attended the virtual hearing. A total of eighty-six (86) comments were submitted. VDOT received forty-eight comments: forty (40) written comments, six (6) comments from Project webpage, and two (2) oral comments. WMATA received an additional thirty-eight (38) comments about the Project that were not specifically related to the Metro station. Of the total comments received regarding the Project, fifteen (15) supported the Project as proposed and presented, five (5) supported the Project as proposed and presented with modifications, and eleven (11) opposed the Project. Fifty-five (55) comments provided remarks on specific details of the Project without providing support or opposition.

ENVIRONMENTAL DATA –

The Project is in compliance with National Environmental Policy Act requirements and a draft Environmental Assessment was completed to assess the potential environmental effects associated with the proposed improvements. The draft Environmental Assessment was approved by the

Federal Highway Administration for public availability on May 23, 2022, and was provided at the Public Hearing for review and comment.

The Project will continue to be coordinated with the appropriate federal, state, and local agencies as part of the environmental review and approval process required throughout the remainder of the project development process and construction. All required environmental clearances and permits will be obtained prior to commencement of construction. Strict compliance with all environmental conditions and commitments resulting from regulatory approvals, and implementation of VDOT's specifications and standard best practices will protect the environment during construction.

ESTIMATED COST –

Preliminary Engineering	- \$ 12.6M
Right of Way and Utilities	- \$ 42.1M
<u>Construction</u>	<u>- \$167.0M</u>
Total estimated cost	- \$221.7M*

* Presented at the Hearing

ADVERTISEMENT – Construction is to be determined as additional funding becomes available.

RIGHT OF WAY – No (0) families and five (5) businesses, which includes no (0) non-profit organizations, will be displaced as a result of this Project.

TRAFFIC DATA – It is anticipated that, in the design year of 2043, the average daily traffic volume will be 41,400 vehicles per day on the new roadway.

STAFF RECOMMENDS – Approval of the location of the Frontier Drive Extension as proposed and presented at the Public Hearing and as shown on the attached exhibits.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax

April 24, 2023

Mr. John D. Lynch, P.E.
District Administrator
Northern Virginia District
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030

Subject: Board of Supervisors Endorsement of Frontier Drive Extension, UPC 106742

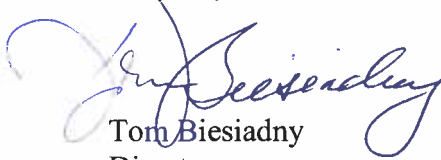
Dear Mr. Lynch: *John*

On April 11, 2023, the Fairfax County Board of Supervisors endorsed the design plans to extend Frontier Drive to Loisdale Road, as generally presented at the July 22, 2022, public hearing. This multimodal project is intended to reduce congestion, improve safety, enhance traffic operations, improve access to the Franconia-Springfield Metrorail Station for all travel modes, and provide facilities for pedestrians and bicyclists. This project also includes a change in limited access control, endorsed by the Board on February 21, 2023.

The project includes the extension of Frontier Drive approximately along the alignment of existing Springfield Center Drive to four travel lanes with a median, shared use paths on both sides of the roadway, new braided ramps at the Franconia-Springfield Parkway interchange, a new jughandle intersection at Frontier Drive and the Metro Access Road, changes to the Franconia-Springfield Metrorail Station including new bus bays, and a new signalized intersection at the eastern end of the Metrorail station circulatory road.

Please call Nick Alexandrow at (703) 877-5754 or me at (703) 877-5663, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,


Tom Biesiadny
Director

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot



Mr. John Lynch
April 24, 2023
Page 2 of 2

cc: Members, Board of Supervisors
Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Zamir Mirza, P.E., Project Manager, VDOT
Nicholas Roper, P.E., Project Development, VDOT
Minwoo Ha, Manager, Preliminary Engineering, VDOT
Gregg Steverson, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Michael J. Guarino, Chief, Capital Projects Section, FCDOT
Tad Borkowski, Capital Projects Section, FCDOT
Nick Alexandrow, Capital Projects Section, FCDOT



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

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

October 1, 2023

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

Subject: Location Approval for the Frontier Drive Extension and Braided Ramps project in Fairfax County.

Dear Commonwealth Transportation Board Members:

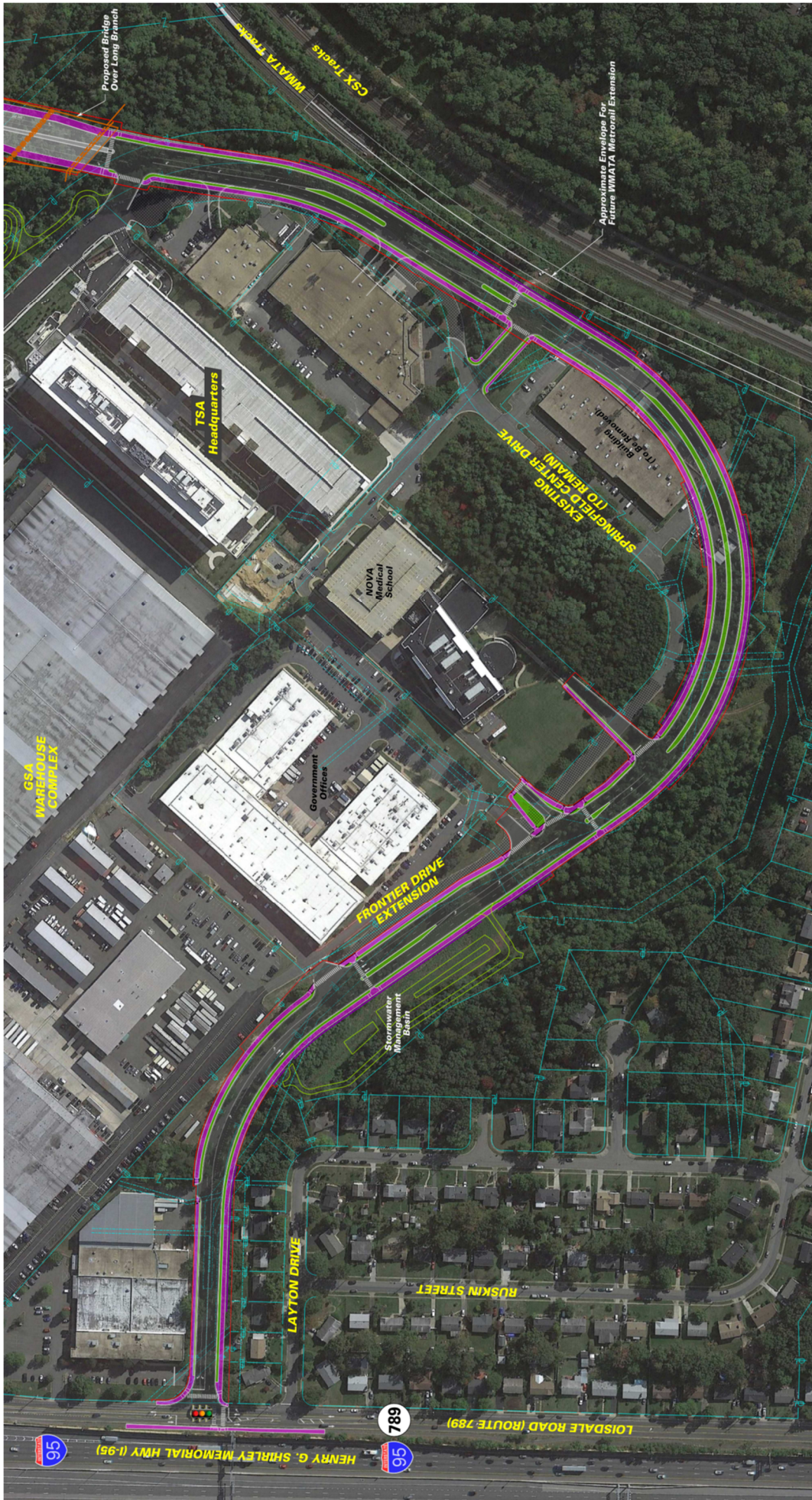
The Department has initiated the above request for Location Approval for your consideration. The proposed Location Approval on State Highway Project 2677-029-204, P101, R201, C501; (UPC# 106742) has been recommended for approval by the Department's staff.

I have reviewed the staff's recommendations and determined that this request should be considered by the Board.

Sincerely,

Barton A Thrasher
2023.09.27 14:37:28-04'00'

Barton A. Thrasher, P.E.
Chief Engineer





COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 3

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By: _____ Seconded By:

Action:

Title: Bridge Naming: “Michael D. Chandler Memorial Bridge”

WHEREAS, in accordance with § 33.2-213 of the *Code of Virginia*, the Wise County Board of Supervisors has requested, by resolution dated August 10, 2023, that the Commonwealth Transportation Board (CTB), to honor and memorialize the life, service and ultimate sacrifice of Officer Michael D. Chandler, name the bridge on Route 613, E. Spring Street, over the South Fork of the Powell River, Wise County, as the “Michael D. Chandler Memorial Bridge”; and

WHEREAS, Wise County, by resolution dated August 10, 2023, and by letter dated September 18, 2023, has agreed to be responsible for payment of all sign costs billed by the Virginia Department of Transportation calling attention to this naming, which will include the costs to produce, place, and maintain the signs; and

WHEREAS, § 33.2-213 provides that 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.

NOW THEREFORE BE IT RESOLVED, pursuant to § 33.2-213 of the *Code of Virginia*, the CTB hereby names the bridge on Route 613, E. Spring Street, over the South Fork of the Powell River, Wise County, as the “Michael D. Chandler Memorial Bridge”.

Resolution of the Board
Bridge Naming: "Michael D. Chandler Memorial Bridge"
October 18, 2023
Page 2 of 2

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

####

CTB Decision Brief

Bridge Naming: “Michael D. Chandler Memorial Bridge”

Issue: Commemorative naming, at the request of Wise County, of the bridge on Route 613, E. Spring Street, over the South Fork of the Powell River, Wise County as the “Michael D. Chandler Memorial Bridge”.

Facts: The Wise County Board of Supervisors enacted a resolution on August 10, 2023, to honor Michael Chandler’s life, service and ultimate sacrifice to his community.

According to that resolution, Officer Michael Chandler was a resident of Big Stone Gap and was born on November 13, 1992, and died on November 13, 2021, after being mortally wounded in the line of duty.

He graduated from Powell Valley High School in 2011, where he was the last person to score a touchdown for the Powell Valley Vikings. Mr. Chandler began his service to his community, following in the footsteps of many generations of Chandlers, by joining the Big Stone Gap Fire Department in 2015. He was an active outdoorsman, who enjoyed hunting, fishing, and the beautiful mountains in the region of Big Stone Gap.

He developed a passion for serving his fellow citizens and joined the Big Stone Gap Police Department in January of 2019, where he served faithfully and loyally.

He was married to Natasha Chandler and was a loving father to his daughter, Kamryn Elizabeth Chandler.

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

Result if Approved: The bridge on Route 613, E. Spring Street, over the South Fork of the Powell River, Wise County, will be known as the “Michael D. Chandler Memorial Bridge”. In accordance with law, and by resolution dated August 10, 2023, and letter dated September 18, 2023, Wise County agrees to pay the costs of producing, placing, and maintaining the signs calling attention to this naming.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: VDOT has not received any public comments on this proposal.



Office of the Town Manager
Stephen L. Lawson

June 26, 2023

Mike Hatfield and Wise County Supervisors
206 East Main Street #223
Wise, Virginia 24293

Subject: Request for Dedication of Public Bridge in Memory of Fallen Police Officer Michael Chandler

Dear Mr. Hatfield,

We, the undersigned elected officials of the Town of Big Stone Gap, along with the Town Manager, write this letter to you with great respect and a shared sense of purpose. Our community has been deeply saddened by the loss of Police Officer Michael Chandler, who made the ultimate sacrifice in the line of duty. Officer Chandler's unwavering commitment to our town's safety and well-being will forever be remembered and cherished.

We believe it is crucial to honor Officer Michael Chandler's memory in a meaningful and lasting way. We hereby request your consideration and support for the dedication of the public bridge, located on Spring Street in Wise County, in memory of Officer Chandler. This dedication will not only serve as a symbol of our gratitude for his selfless service but also as a reminder of the risks our law enforcement officers face daily to protect our community.

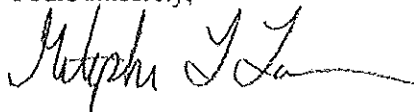
Officer Chandler's devotion to duty and his unwavering courage have left an indelible mark on the hearts and minds of our residents. His legacy will continue to inspire future generations of law enforcement officers who walk in his footsteps. By dedicating this bridge in his memory, we can ensure that his sacrifice and contributions are forever etched in the fabric of our town's history.

We understand that the dedication process involves careful consideration and collaboration. We are committed to working alongside the Wise County Administration in any capacity necessary to facilitate the successful realization of this dedication. Our Town Council, as well as the Town Manager, will actively support and assist in the coordination of the dedication ceremony, including logistical arrangements and community outreach.

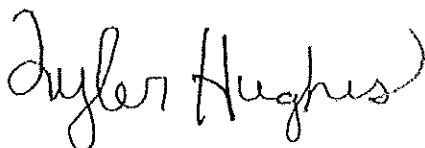
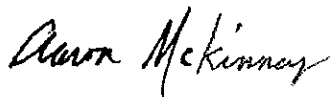
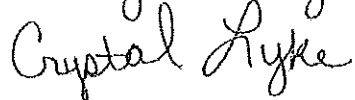
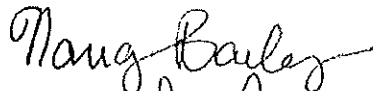
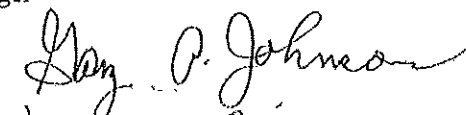
We firmly believe that honoring Officer Michael Chandler through the dedication of the Spring Street bridge will serve as a testament to the unity and unwavering support within our community. It is our shared responsibility to remember and appreciate those who have dedicated their lives to protect and serve, and we trust that the Wise County Administration shares in this sentiment.

Thank you for your attention to this matter. We kindly request a prompt review and consideration of our proposal. We eagerly await your positive response and look forward to working together to honor the memory of Officer Michael Chandler in a manner befitting his sacrifice and the impact he had on our community.

Yours sincerely,



Stephen Lawson
Town Manager



Wise County Board of Supervisors

Resolution # 19 -2023



Office of County Administrator

COURTHOUSE

WISE, VIRGINIA 24293

TELEPHONE 276-328-2321
FAX 276-328-9780

P.O. BOX 570
206 E. MAIN STREET

RESOLUTION
MICHAEL D. CHANDLER MEMORIAL BRIDGE

- WHEREAS, the Wise County Board of Supervisors is extremely proud of their citizens, both past and present; and
- WHEREAS, Michael D. Chandler, a resident of Big Stone Gap, Virginia, was born on November 13, 1992 and died on November 13, 2021, after being mortally wounded in the line of duty; and
- WHEREAS, Michael D. Chandler graduated from Powell Valley High School in 2011. He was the last person to score a touchdown for the Powell Valley Vikings; and
- WHEREAS, Michael D. Chandler began his service to his community, following in the footsteps of many generations of Chandlers with service to Wise County, by joining the Big Stone Gap Fire Department in 2015; and
- WHEREAS, Michael D. Chandler was an active outdoorsman, who enjoyed hunting, fishing, and the beautiful mountains in our region; and
- WHEREAS, Michael D. Chandler developed a passion for serving his fellow citizens, when he then joined the Big Stone Gap Police Department in January of 2019, where he served faithfully and loyally; and
- WHEREAS, Michael D. Chandler was married to Natasha Chandler and was a loving father to his daughter, Kamryn Elizabeth Chandler; and
- WHEREAS, Michael D. Chandler was full of life and dedication to his family and community.

NOW, THEREFORE, BE IT RESOLVED that the Wise County Board of Supervisors wishes to show its sincere appreciation and respect for Michael D. Chandler and respectfully requests the Commonwealth Transportation Board and the Virginia Department of Transportation to formally designate and name the bridge located on E. Spring Street, South (Route 613) near the intersection of E. Spring Street, South and Catcher Lane (Structure No. 6151) and crosses over the South Fork of the Powell River in the Town of Big Stone Gap, Virginia as the "Michael D. Chandler Memorial Bridge" to commemorate and honor Michael D. Chandler and allow a permanent sign to be erected to recognize this honor.

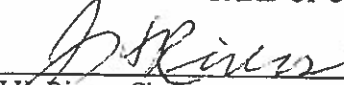
BE IT FURTHER RESOLVED that the County of Wise shall pay all associated expenses in fabricating and future maintenance of the signs.

ADOPTED this the 10th day of August 2023.

ATTEST:


Michael W. Hatfield, Clerk

WISE COUNTY BOARD OF SUPERVISORS


J.H. Rivers, Chairman

Wise County Board of Supervisors



Office of the County Administrator

TELEPHONE (276) 328-2321
FAX (276) 328-9780

Michael W. Hatfield, P.E.

P.O. BOX 570
WISE, VA 24293

WISE COUNTY COURTHOUSE

September 18, 2023

Virginia Department of Transportation
Wise Residency
Attn: Glenn M. Cantrell, Eng. Tech., Sr. – Permits
703 Hurricane Road, NE
Wise, Virginia 24293

Dear Mr. Cantrell:

This is to confirm that Wise County Board of Supervisors agrees to pay for the fabrication, installation, and future maintenance for the signage for the following bridge naming:

“Michael D. Chandler Memorial Bridge” – Resolution adopted September 14, 2023

If you should need anything further in this matter, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Hatfield".

Michael W. Hatfield, P.E.
County Administrator

MWH/bm

Proposed Bridge Naming

Michael D. Chandler Memorial Bridge


GPS: 36.520716, -82.454961

Route 613 - E. Spring Street South

Structure No.: 6151

Over: South Fork of Powell River

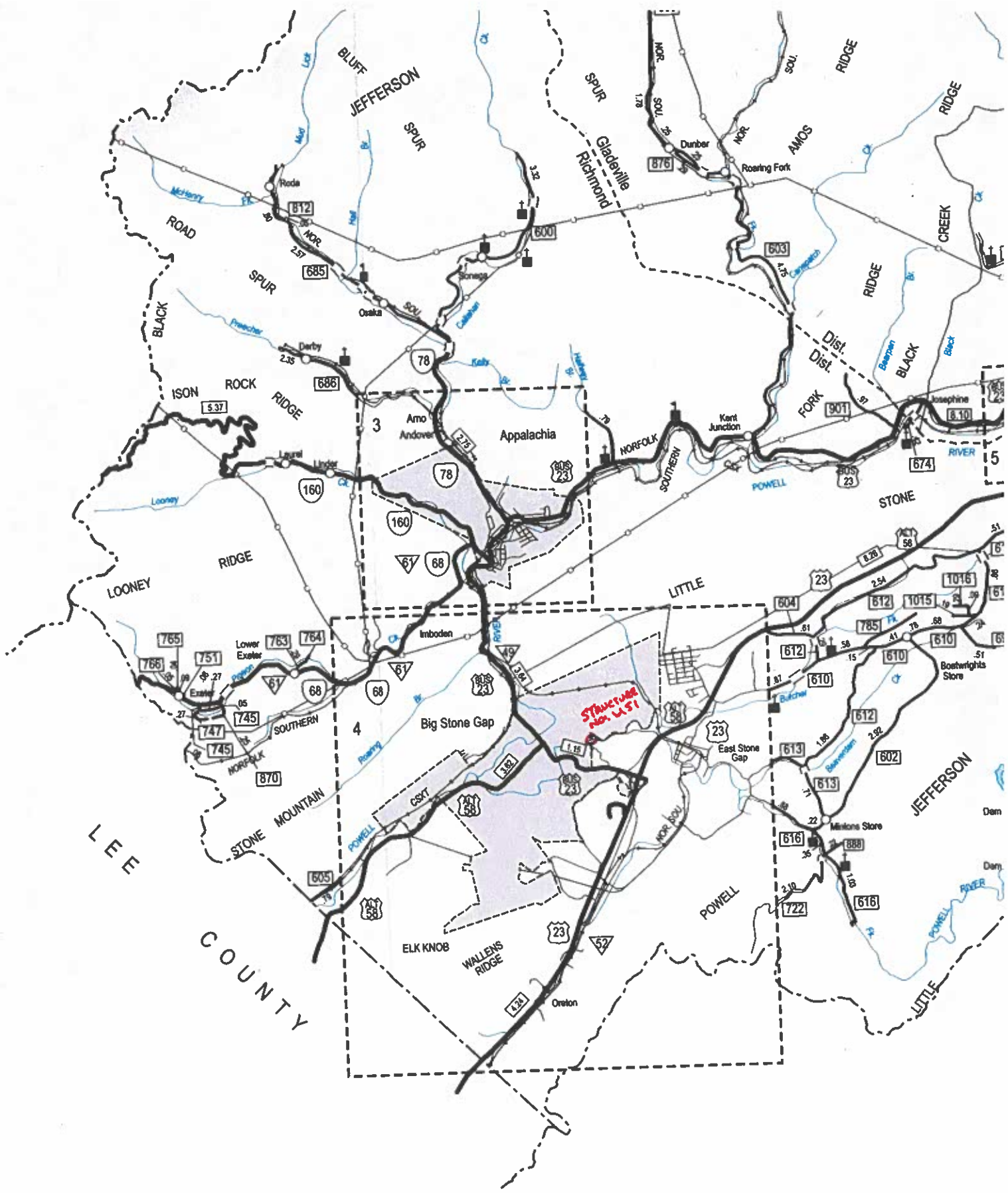
Legend

 Proposed Bridge to be named

Google Earth

200 ft





82° 45' W





COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 4

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By: _____ Seconded By: _____

Action:

Title: Bridge Naming: “USN AWS1 James P. Buriak Memorial Bridge”

WHEREAS, in accordance with § 33.2-213 of the *Code of Virginia*, the Roanoke County Board of Supervisors has requested, by resolution dated September 12, 2023, that the Commonwealth Transportation Board (CTB), to honor and memorialize the life, service and ultimate sacrifice of Aircrewman Rescue Swimmer James P. Buriak, United States Navy, name the bridge on Route 760, Diuguids Lane, over the Roanoke River, Roanoke County as the “USN AWS1 James P. Buriak Memorial Bridge”; and

WHEREAS, Roanoke County, by resolution dated September 12, 2023, has agreed to be responsible for payment of all sign costs billed by the Virginia Department of Transportation calling attention to this naming, which will include the costs to produce, place, and maintain the signs; and

WHEREAS, § 33.2-213 provides that 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.

NOW THEREFORE BE IT RESOLVED, pursuant to § 33.2-213 of the *Code of Virginia*, the CTB hereby names the bridge on Route 760, Diuguids Lane, over the Roanoke River, Roanoke County, as the “USN AWS1 James P. Buriak Memorial Bridge”.

Resolution of the Board
Bridge Naming: "USN AWS1 James P. Buriak Memorial Bridge"
October 18, 2023
Page 2 of 2

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

####

CTB Decision Brief

Bridge Naming: “USN AWS1 James P. Buriak Memorial Bridge”

Issue: Commemorative naming, at the request of Roanoke County, of the bridge on Route 760, Diuguids Lane, over the Roanoke River, Roanoke County as the “USN AWS1 James P. Buriak Memorial Bridge”.

Facts: The Roanoke County Board of Supervisors enacted a resolution on September 12, 2023 to honor James Buriak’s life, service and ultimate sacrifice to his country and community.

According to that resolution, the Roanoke County Board of Supervisors received a request from Delegate Joseph McNamara to name the bridge on Route 760 over the Roanoke River in memory of Aircrewman Rescue Swimmer James P. Buriak, United States Navy. Mr. Buriak was a Roanoke Valley resident and a Roanoke College alumnus.

AWS1 James P. Buriak was killed when his helicopter crashed off the coast of San Diego, California on August 31, 2021.

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

Result if Approved: The bridge on Route 760, Diuguids Lane, over the Roanoke River, Roanoke County, will be known as the “USN AWS1 James P. Buriak Memorial Bridge”. In accordance with law, and by resolution dated September 12, 2023, Roanoke County agrees to pay the costs of producing, placing, and maintaining the signs calling attention to this naming.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: VDOT has not received any public comments on this proposal.

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA, HELD AT THE ROANOKE COUNTY ADMINISTRATION CENTER, ON TUESDAY, SEPTEMBER 12, 2023

RESOLUTION 091223-5.a REQUESTING THE COMMONWEALTH TRANSPORTATION BOARD NAME THE DIUGUIDS LANE (ROUTE 760) BRIDGE OVER THE ROANOKE RIVER AS THE “USN AWS1 JAMES P. BURIAK MEMORIAL BRIDGE” AND TO ERECT SIGNAGE, CATAWBA MAGISTERIAL DISTRICT

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, has received a request from Delegate Joseph McNamara to name the recently rehabilitated Diuguids Lane (Route 760) bridge over the Roanoke River in memory of Aircrewman Rescue Swimmer (AWS1) James P. Buriak, United States Navy; and

WHEREAS, AWS1 Buriak was a Roanoke Valley resident, a Roanoke College alumnus and he passed away when his helicopter crashed off the coast of San Diego, California, on August 31, 2021; and

WHEREAS, under Section 33.2-213 of the Code of Virginia, the Commonwealth Transportation Board (CTB) allows naming of bridges, highways and interchanges at the request of a locality when the locality commits to the costs of fabricating, installing and maintaining the signs; and

WHEREAS, the sign size, location, color, font and other display details shall be determined by the Virginia Department of Transportation (VDOT).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Roanoke County, Virginia, as follows:

1. That the CTB and VDOT are hereby requested to name the Diuguids Lane (Route 760) bridge over the Roanoke River in memory of AWS1 James P. Buriak, United States Navy, and to erect signage in the public right-of-way of Route 760 in Roanoke

County.

2. That the memorial signs shall conform to all applicable design standards as designated by VDOT.

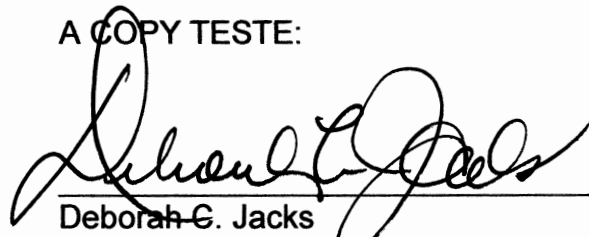
3. That Roanoke County shall pay all costs for the fabrication, installation and maintenance of signs to name the bridge.

On motion of Supervisor Peters to adopt the resolution, seconded by Supervisor Mahoney and carried by the following recorded vote:

AYES: Supervisors Peters, Mahoney, North, Radford, Hooker

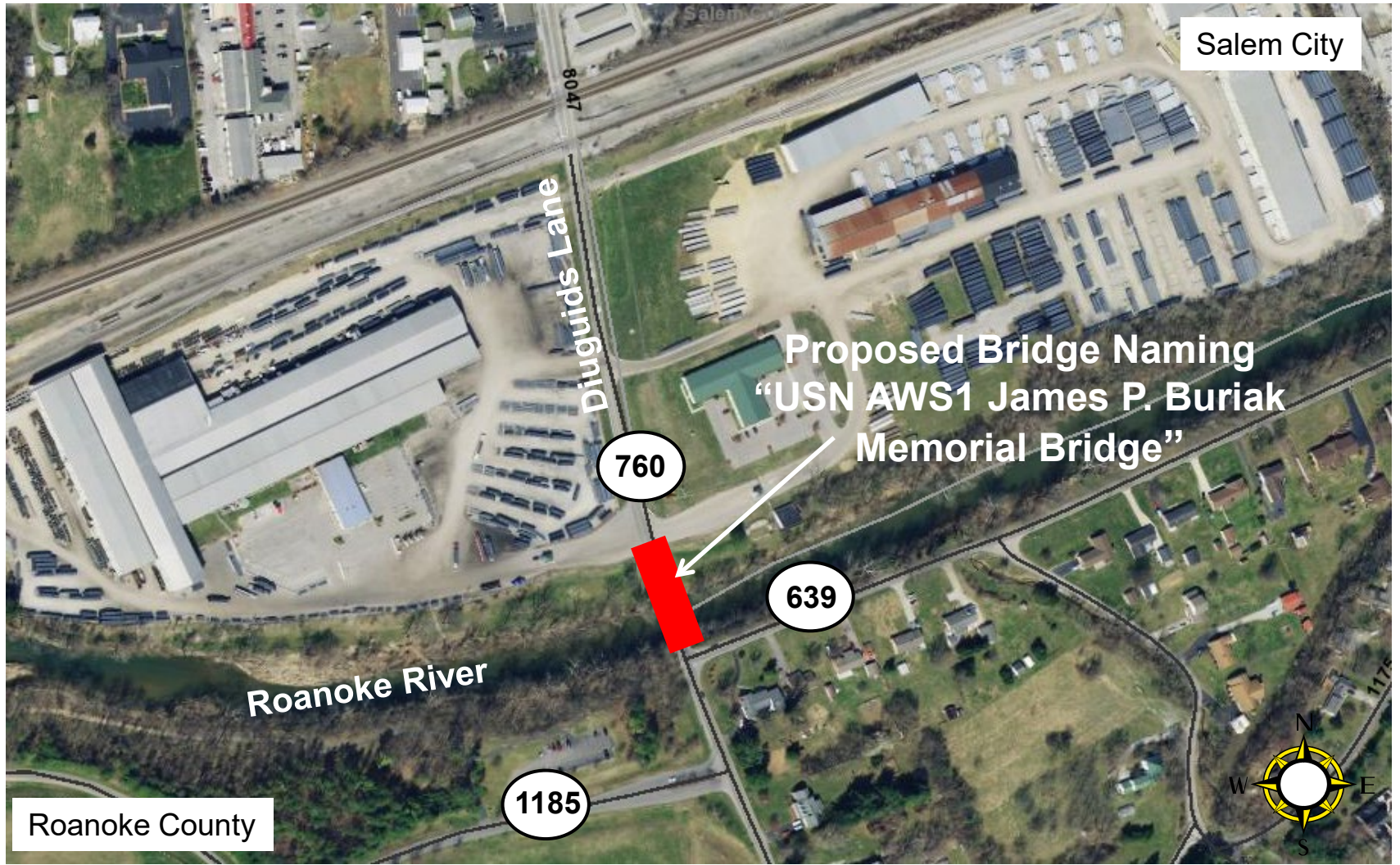
NAYS: None

A COPY TESTE:

A handwritten signature in black ink, appearing to read "Deborah G. Jacks", written over a horizontal line.

Deborah G. Jacks
Chief Deputy Clerk to the Board of Supervisors

cc: Megan Cronise, Assistant Director of Planning



Salem City

Proposed Bridge Naming
"USN AWS1 James P. Buriak
Memorial Bridge"

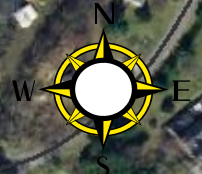
760

639

1185

Roanoke River

Roanoke County



Maintenance Division

CTB MEETING: October 18, 2023

Roanoke County

Proposed Bridge Naming:

"USN AWS1 James P. Buriak Memorial Bridge"



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 5

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By: _____ Seconded By:

Action:

Title: Periodic Regulatory Review

WHEREAS, the Virginia Administrative Process Act (APA), particularly in §§ 2.2-4007.1 and 2.2-4017 of the *Code of Virginia*, requires that all state agencies that adopt regulations periodically review those regulations, including consideration of: 1) the extent to which regulations remain supported by statutory authority and do not duplicate, overlap, or conflict with state or federal law; 2) the nature of complaints or comments received from the public; 3) whether the regulations are necessary for the protection of public health, safety and welfare; 4) whether the regulations are clearly written and easily understandable; 5) whether the regulations' economic impacts on small businesses and families are minimized as much as possible; and 6) the length of time since the regulation has been evaluated; and

WHEREAS, Executive Order Number 19 (issued June 30, 2022) requires all regulations to be so reviewed every four years and requires agencies to follow procedures for conducting such review as developed by the Office of Regulatory Management (ORM); and

WHEREAS, the Virginia Department of Transportation (VDOT) conducted a periodic review of the regulations listed in the table below, and pursuant to the requirements set forth in the APA and the process established in the Executive Order and ORM procedures, notified the public of the regulations' ongoing periodic review on the Virginia Regulatory Town Hall website and solicited comment from the public for 21 days, satisfying the minimum statutory requirement; and

WHEREAS, VDOT has completed all facets of the regulatory review of the regulations listed in the table below in accordance with the Executive Order, the ORM procedures, and the APA, including the completion of a Periodic Review Report of Findings for each regulation (attached as Exhibits A through C); and

WHEREAS, since no public comments were submitted for the regulations under review, based upon the results of the review, VDOT recommends action for each regulation as determined in the relevant Periodic Review Report of Findings for each regulation and set forth in the table below:

Chapter	Title	Proposed Disposition
24 VAC 30-401	Change of Limited Access Control	Retain as is.
24 VAC 30-580	Guidelines for Considering Requests for Restricting Through Trucks on Primary and Secondary Highways	Retain as is.
24 VAC 30-620	Rules, Regulations, and Rates Concerning Toll and Bridge Facilities	Retain as is.

; and,

WHEREAS, the Commonwealth Transportation Board originally adopted the regulations listed in the table above pursuant to its authority in § 33.2-210 of the *Code of Virginia* and other relevant sections of the *Code of Virginia* and is authorized to take action to amend, repeal, or retain said regulations.

NOW THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board approves and adopts the respective Periodic Review Report of Findings for each of the regulations listed in the table above, including the proposed disposition for each regulation.

BE IT FURTHER RESOLVED, that the Commonwealth Transportation Board directs the Commissioner of Highways or his designees to take all actions, including submission of all documentation, necessary to complete the periodic reviews for the regulations listed in the table above.

#####

CTB Decision Brief
Periodic Regulatory Review

Issue: The Administrative Process Act (APA) requires all state agencies that adopt regulations to periodically review those regulations. Executive Order 19 (issued June 30, 2022) requires periodic reviews to take place every four years to determine if the regulation should be continued with no changes or be amended or be repealed and requires agencies to follow the procedures developed by the Office of Regulatory Management (ORM) for conducting such review. In accordance with these requirements, the Virginia Department of Transportation (VDOT) has reviewed the regulations listed below and is providing recommendations as to the action to be taken by the Commonwealth Transportation Board (CTB) for each regulation.

Facts:

- The APA, particularly in §§ 2.2-4007.1 and 2.2-4017 of the *Code of Virginia*, requires that all state agencies that adopt regulations periodically review those regulations, including consideration of: 1) the extent to which regulations remain supported by statutory authority and do not duplicate, overlap, or conflict with state or federal law; 2) the nature of complaints or comments received from the public; 3) whether the regulations are necessary for the protection of public health, safety and welfare; 4) whether the regulations are clearly written and easily understandable; 5) whether the regulations' economic impacts on small businesses and families are minimized as much as possible; and 6) the length of time since the regulation has been evaluated.
- The Governor's Executive Order Number 19 (2022) created the Office of Regulatory Management (ORM) to, among other things, work with each regulatory agency to review all existing regulations, required once every four years, to reduce the overall regulatory burden on the public. The ORM procedures now outline the specific periodic review requirements. Chapter 444 of the 2018 Acts of Assembly requires the Department of Planning and Budget (DPB) to track and report to the General Assembly annually which agencies are complying with the periodic review requirements.
- VDOT conducted a periodic review of the regulations listed in the table below, and pursuant to the requirements set forth in the APA and the process established in the Executive Order and the ORM procedures, notified the public of the regulations' ongoing periodic review on the Virginia Regulatory Town Hall website and solicited comment from the public for 21 days, satisfying the minimum statutory requirement. No public comments were submitted regarding the regulations under periodic review by the CTB.
- VDOT has completed all facets of the regulatory review of the regulations listed in the table below and has completed the Periodic Review Report of Findings for each regulation (Attached as Exhibits A-C), which must be filed with the Virginia Registrar to complete the periodic review process.

- The regulations reviewed and which are to be considered by the CTB are listed in the table below, along with the proposed disposition of the regulation. The table is followed by a description of each regulation and the findings made by VDOT based upon the review.

Chapter	Title	Proposed Disposition
24 VAC 30-401	Change of Limited Access Control	Retain as is.
24 VAC 30-580	Guidelines for Considering Requests for Restricting Through Trucks on Primary and Secondary Highways	Retain as is.
24 VAC 30-620	Rules, Regulations, and Rates Concerning Toll and Bridge Facilities	Retain as is.

- **24 VAC 30-401 Change of Limited Access Control**

This regulation was promulgated by the CTB based on several federal and state statutory authorities, including those found in 23 USC 109 and 23 USC 111 and Sections 33.2-210 and 33.2-401 of the *Code of Virginia*. The regulation specifies the procedures by which the CTB and VDOT will change/adjust the limited access boundaries of limited access highways under certain circumstances. Adjustments take into consideration factors such as impact on traffic, changes in abutting land use, environmental impacts, and whether there is support from the locality and thus are effective in furthering safety and the purposes of limited access control. VDOT recommends retaining the regulation as is.

- **24 VAC 30-580 Guidelines for Considering Requests for Restricting Through Trucks on Primary and Secondary Highways**

Section 46.2-809 of the *Code of Virginia* provides that the CTB, in response to a formal request by a local governing body may, after due notice and a proper hearing, prohibit or restrict through truck traffic on a primary or secondary highway. Section 46.2-809 also authorizes the CTB to delegate this authority to a designee, which it has done in this regulation by delegating the authority to impose such through truck restrictions to the Commissioner of Highways on secondary highways after consideration of certain criteria, with the CTB retaining this authority on primary highways. More generally, § 33.2-210 of the *Code of Virginia* authorizes the CTB to make regulations that are not in conflict with the laws of the Commonwealth for the protection of and covering traffic on and for the use of systems of state highways. The regulation sets forth limited instances when restricting through trucks from using a segment of a primary/secondary roadway will reduce potential conflicts, create a safer environment and one in accord with the current use of the roadway, while not imposing an undue burden or hardship on trucks in reaching their destinations. VDOT recommends retaining the regulation as is.

- **24 VAC 30-620 Rules, Regulations, and Rates Concerning Toll and Bridge Facilities**

This regulation was promulgated by the CTB pursuant to several state statutory authorities found in the *Code of Virginia*, including that found in § 33.2-210 regarding the CTB's general authority to adopt regulations governing the use of highways, as well as those authorities found in §§ 33.2-604, 33.2-613 and 33.2-1701 which provide that toll rates may be charged as set by law or as fixed by the CTB and which specify when tolls may not be charged. The regulation establishes the rules for collecting tolls on non-P3, VDOT-owned toll facilities and the procedures for the suspension of toll collection during emergencies, which are designed for quick and appropriate action. As such, VDOT recommends retaining the regulation as is.

Recommendations: VDOT recommends the following regulations be retained as is: Change of Limited Access Control; Guidelines for Considering Requests for Restricting Through Trucks on Primary and Secondary Highways; and Rules, Regulations, and Rates Concerning Toll and Bridge Facilities.

Action Required by CTB: A resolution will be presented for CTB approval authorizing VDOT to take all actions necessary to complete the periodic review of these regulations, including but not limited to filing the respective Periodic Review Report of Findings and any other necessary documentation for each regulation listed.

Result, if Approved: The periodic reviews of the noted regulations will be completed, and the regulations will be retained as is.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: No public comments were received during the 21-day public comment period for the regulations noted above. The public comment period was held from July 31 – August 21, 2023.



townhall.virginia.gov

Periodic Review and Small Business Impact Review Report of Findings

Agency name	Commonwealth Transportation Board
Virginia Administrative Code (VAC) Chapter citation(s)	24VAC30-401
VAC Chapter title(s)	Change of Limited Access Control
Date this document prepared	[REDACTED], 2023

This information is required for executive branch review and the Virginia Registrar of Regulations, pursuant to the Virginia Administrative Process Act (APA), Executive Order 19 (2022) (EO 19), any instructions or procedures issued by the Office of Regulatory Management (ORM) or the Department of Planning and Budget (DPB) pursuant to EO 19, the Regulations for Filing and Publishing Agency Regulations (1 VAC 7-10), and the *Form and Style Requirements for the Virginia Register of Regulations and Virginia Administrative Code*.

Acronyms and Definitions

Define all acronyms used in this Report, and any technical terms that are not also defined in the "Definitions" section of the regulation.

"CTB" means the Commonwealth Transportation Board.

"VDOT" means the Virginia Department of Transportation.

Legal Basis

Identify (1) the promulgating agency, and (2) the state and/or federal legal authority for the regulatory change, including the most relevant citations to the Code of Virginia or Acts of Assembly chapter number(s), if applicable. Your citation must include a specific provision, if any, authorizing the promulgating agency to regulate this specific subject or program, as well as a reference to the agency's overall regulatory authority.

The regulation was promulgated by the CTB based on several federal and state statutory authorities, including those found in 23 USC 109 and 23 USC 111 and Sections 33.2-210 and 33.2-401 of the Code of Virginia.

Alternatives to Regulation

Describe any viable alternatives for achieving the purpose of the regulation that were considered as part of the periodic review. Include an explanation of why such alternatives were rejected and why this regulation is the least burdensome alternative available for achieving its purpose.

This regulation specifies the procedures by which the CTB and VDOT will change/adjust the limited access boundaries of limited access highways under certain circumstances. Many of these procedures are required by current federal and state laws and regulations regarding changes of limited access control on all limited access control roadways using state and federal funds. As such, the CTB believes the present version of the regulation is the least burdensome alternative.

Public Comment

Summarize all comments received during the public comment period following the publication of the Notice of Periodic Review, and provide the agency’s response. Be sure to include all comments submitted: including those received on Town Hall, in a public hearing, or submitted directly to the agency. Indicate if an informal advisory group was formed for purposes of assisting in the periodic review.

Commenter	Comment	Agency response

Effectiveness

Pursuant to § 2.2-4017 of the Code of Virginia, indicate whether the regulation meets the criteria set out in the ORM procedures, including why the regulation is (a) necessary for the protection of public health, safety, and welfare, and (b) is clearly written and easily understandable.

The regulation is necessary for the protection of public health, safety, and welfare. Limited access highways can provide greater vehicle capacity and improved safety over non-limited access highways by reducing the number of interactions with vehicles entering or exiting the highway and by prohibiting pedestrians and other non-motorized traffic from the highway. This regulation specifies the procedures by which the CTB and VDOT will change/adjust the limited access boundaries of such highways under certain circumstances. Adjustments take into consideration factors such as impact on traffic, changes in abutting land use, environmental impacts and whether there is support from the locality and thus are effective in furthering safety and the purposes of limited access control. The CTB believes that the regulation is clearly written and easily understandable.

Decision

Explain the basis for the promulgating agency’s decision (retain the regulation as is without making changes, amend the regulation, or repeal the regulation).

If the result of the periodic review is to retain the regulation as is, complete the ORM Economic Impact form.

The CTB is proposing to retain this regulation without making any changes. The regulation continues to promote the health, safety and welfare of the citizens of the Commonwealth without creating an undue hardship on any of the users of the transportation system.

Small Business Impact

As required by § 2.2-4007.1 E and F of the Code of Virginia, discuss the agency's consideration of: (1) the continued need for the regulation; (2) the nature of complaints or comments received concerning the regulation; (3) the complexity of the regulation; (4) the extent to which the regulation overlaps, duplicates, or conflicts with federal or state law or regulation; and (5) the length of time since the regulation has been evaluated or the degree to which technology, economic conditions, or other factors have changed in the area affected by the regulation. Also, discuss why the agency's decision, consistent with applicable law, will minimize the economic impact of regulations on small businesses.

There is continued need for the regulation for purposes of complying with state and federal laws and regulations regarding changes of limited access control on all limited access control roadways. No complaints have been received. The regulation is not overly complex, nor does it duplicate or conflict with federal or state laws. The regulation was last amended in 2014 and the last periodic review of this regulation was conducted in 2019. The regulation does not negatively impact small businesses.



townhall.virginia.gov

Periodic Review and Small Business Impact Review Report of Findings

Agency name	Commonwealth Transportation Board
Virginia Administrative Code (VAC) Chapter citation(s)	24VAC30-580
VAC Chapter title(s)	Guidelines for Considering Requests for Restricting Through Trucks on Primary and Secondary Highways
Date this document prepared	██████, 2023

This information is required for executive branch review and the Virginia Registrar of Regulations, pursuant to the Virginia Administrative Process Act (APA), Executive Order 19 (2022) (EO 19), any instructions or procedures issued by the Office of Regulatory Management (ORM) or the Department of Planning and Budget (DPB) pursuant to EO 19, the Regulations for Filing and Publishing Agency Regulations (1 VAC 7-10), and the *Form and Style Requirements for the Virginia Register of Regulations and Virginia Administrative Code*.

Acronyms and Definitions

Define all acronyms used in this Report, and any technical terms that are not also defined in the "Definitions" section of the regulation.

"CTB" means the Commonwealth Transportation Board.

"VDOT" means the Virginia Department of Transportation.

Legal Basis

Identify (1) the promulgating agency, and (2) the state and/or federal legal authority for the regulatory change, including the most relevant citations to the Code of Virginia or Acts of Assembly chapter number(s), if applicable. Your citation must include a specific provision, if any, authorizing the promulgating agency to regulate this specific subject or program, as well as a reference to the agency's overall regulatory authority.

Section 46.2-809 of the Code of Virginia provides that the CTB, in response to a formal request by a local governing body may, after due notice and a proper hearing, prohibit or restrict through truck traffic on a primary or secondary highway. More generally, § 33.2-210 of the Code of Virginia authorizes the CTB to make regulations that are not in conflict with the laws of the Commonwealth for the protection of and covering traffic on and for the use of systems of state highways.

Alternatives to Regulation

Describe any viable alternatives for achieving the purpose of the regulation that were considered as part of the periodic review. Include an explanation of why such alternatives were rejected and why this regulation is the least burdensome alternative available for achieving its purpose.

This regulation specifies the criteria and procedures by which a prohibition or restriction on through truck traffic may be established as provided under § 46.2-809. Section 46.2-809 authorizes the CTB to delegate this authority to a designee, which it has done in this regulation by delegating the authority to impose such through truck restrictions to the Commissioner of Highways on secondary highways after consideration of certain criteria. The CTB retains this authority on primary highways. In order to streamline the process, in 2020, the CTB amended the regulation to allow VDOT District Administrators/Engineers to deny requests without presenting those requests to the Commissioner of Highways or CTB, respectively, only where the request clearly and objectively does not meet the required criteria. Additionally, the regulation outlines the requirements for reasonable alternate routing to be provided. As such, the CTB believes the present version of the regulation is the least burdensome alternative.

Public Comment

Summarize all comments received during the public comment period following the publication of the Notice of Periodic Review, and provide the agency’s response. Be sure to include all comments submitted: including those received on Town Hall, in a public hearing, or submitted directly to the agency. Indicate if an informal advisory group was formed for purposes of assisting in the periodic review.

Commenter	Comment	Agency response

Effectiveness

Pursuant to § 2.2-4017 of the Code of Virginia, indicate whether the regulation meets the criteria set out in the ORM procedures, including why the regulation is (a) necessary for the protection of public health, safety, and welfare, and (b) is clearly written and easily understandable.

The regulation provides for the restriction of trucks from using a segment of highway where they pose a safety risk or are incompatible with the character of the roadway environment. The regulation continues to be necessary for the protection of public health, safety, and welfare. The regulation is clearly written and easily understandable.

Decision

Explain the basis for the promulgating agency's decision (retain the regulation as is without making changes, amend the regulation, or repeal the regulation).

If the result of the periodic review is to retain the regulation as is, complete the ORM Economic Impact form.

The CTB is proposing to retain this regulation without making any changes. The regulation continues to promote the health, safety and welfare of the citizens of the Commonwealth without creating an undue hardship on any of the users of the transportation system.

Small Business Impact

As required by § 2.2-4007.1 E and F of the Code of Virginia, discuss the agency's consideration of: (1) the continued need for the regulation; (2) the nature of complaints or comments received concerning the regulation; (3) the complexity of the regulation; (4) the extent to which the regulation overlaps, duplicates, or conflicts with federal or state law or regulation; and (5) the length of time since the regulation has been evaluated or the degree to which technology, economic conditions, or other factors have changed in the area affected by the regulation. Also, discuss why the agency's decision, consistent with applicable law, will minimize the economic impact of regulations on small businesses.

There is continued need for the regulation because it provides for the protection of public health, safety, and welfare. No complaints have been received. The regulation is not overly complex, nor does it duplicate or conflict with federal or state laws. The regulation was adopted in 2003 and was amended in 2020 as a result of the last periodic review conducted. Trucking companies which are small businesses could be affected by the process provided by this regulation through the additional time and fuel necessary for a truck to drive an alternative route. Other small businesses which rely on trucks to transport and deliver goods could also be impacted if delivery times are delayed or if shipping costs increase due to the rerouting. However, the regulation requires that the termini of the proposed restriction be identical to the alternate routing to allow a time and distance comparison to be conducted, and that the alternate routing not create an undue hardship for trucks in reaching their destination. These requirements ensure that the potential economic impacts to small businesses from any restriction imposed under the regulation are considered and minimized.



townhall.virginia.gov

Periodic Review and Small Business Impact Review Report of Findings

Agency name	Commonwealth Transportation Board
Virginia Administrative Code (VAC) Chapter citation(s)	24VAC30-620
VAC Chapter title(s)	Rules, Regulations and Rates Concerning Toll and Bridge Facilities
Date this document prepared	[REDACTED], 2023

This information is required for executive branch review and the Virginia Registrar of Regulations, pursuant to the Virginia Administrative Process Act (APA), Executive Order 19 (2022) (EO 19), any instructions or procedures issued by the Office of Regulatory Management (ORM) or the Department of Planning and Budget (DPB) pursuant to EO 19, the Regulations for Filing and Publishing Agency Regulations (1 VAC 7-10), and the *Form and Style Requirements for the Virginia Register of Regulations and Virginia Administrative Code*.

Acronyms and Definitions

Define all acronyms used in this Report, and any technical terms that are not also defined in the "Definitions" section of the regulation.

"CTB" means the Commonwealth Transportation Board.

"P3" means facilities built pursuant to the Public Private Transportation Act.

"VDOT" means the Virginia Department of Transportation.

Legal Basis

Identify (1) the promulgating agency, and (2) the state and/or federal legal authority for the regulatory change, including the most relevant citations to the Code of Virginia or Acts of Assembly chapter number(s), if applicable. Your citation must include a specific provision, if any, authorizing the promulgating agency to regulate this specific subject or program, as well as a reference to the agency's overall regulatory authority.

This regulation was promulgated by the CTB pursuant to several state statutory authorities found in the Code of Virginia, including that found in § 33.2-210 regarding the CTB’s general authority to adopt regulations governing the use of highways, as well as those authorities found in §§ 33.2-604, 33.2-613 and 33.2-1701 which provide that toll rates may be charged as set by law or as fixed by the CTB and which specify when tolls may not be charged.

Alternatives to Regulation

Describe any viable alternatives for achieving the purpose of the regulation that were considered as part of the periodic review. Include an explanation of why such alternatives were rejected and why this regulation is the least burdensome alternative available for achieving its purpose.

The CTB is the legal entity assigned with making policy for transportation matters in the Commonwealth and is charged with fixing toll rates. The regulation establishes the rules for collecting tolls on non-P3, VDOT-owned toll facilities and the procedures for the suspension of toll collection during emergencies, which are designed for quick and appropriate action. As such, these are the least burdensome means to regulate policy and toll rates for toll roads established and operated by the Commonwealth of Virginia.

Public Comment

Summarize all comments received during the public comment period following the publication of the Notice of Periodic Review, and provide the agency’s response. Be sure to include all comments submitted: including those received on Town Hall, in a public hearing, or submitted directly to the agency. Indicate if an informal advisory group was formed for purposes of assisting in the periodic review.

Commenter	Comment	Agency response

Effectiveness

Pursuant to § 2.2-4017 of the Code of Virginia, indicate whether the regulation meets the criteria set out in the ORM procedures, including why the regulation is (a) necessary for the protection of public health, safety, and welfare, and (b) is clearly written and easily understandable.

The regulation is necessary for the protection of the public health, safety, and welfare because it ensures that toll rates charged at VDOT toll facilities are fixed by a process that allows for public input, and that toll collection may be suspended during emergencies or other events where it is in the public interest to allow for free, efficient movement of vehicles through toll facilities. The regulation is clearly written and easily understandable.

Decision

Explain the basis for the promulgating agency’s decision (retain the regulation as is without making changes, amend the regulation, or repeal the regulation).

If the result of the periodic review is to retain the regulation as is, complete the ORM Economic Impact form.

The CTB is proposing to retain this regulation without making any changes. The regulation continues to promote the health, safety and welfare of the citizens of the Commonwealth without creating an undue hardship on any of the users of the transportation system.

Small Business Impact

As required by § 2.2-4007.1 E and F of the Code of Virginia, discuss the agency's consideration of: (1) the continued need for the regulation; (2) the nature of complaints or comments received concerning the regulation; (3) the complexity of the regulation; (4) the extent to which the regulation overlaps, duplicates, or conflicts with federal or state law or regulation; and (5) the length of time since the regulation has been evaluated or the degree to which technology, economic conditions, or other factors have changed in the area affected by the regulation. Also, discuss why the agency's decision, consistent with applicable law, will minimize the economic impact of regulations on small businesses.

There is continued need for this regulation to ensure public input can be provided during the process of fixing toll rates and to establish the process by which toll collection may be suspended during emergencies or other events where it is in the public interest to allow for free, efficient movement of vehicles through toll facilities. No complaints have been received. The regulation is not overly complex, nor does it duplicate or conflict with federal or state laws. The regulation was amended in 2021 as a result of the last periodic review in 2020. The regulation does not negatively impact small businesses.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 6

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By: Seconded By: Action:

Title: Washington Metropolitan Area Transit Authority (WMATA) Annual Reporting – Fiscal Year 2023

WHEREAS, Virginia Code Section 33.2-1526.1 allocates 46.5 percent of the Commonwealth Mass Transit Fund to the Northern Virginia Transportation Commission (“NVTC”) for distribution to the Washington Metropolitan Area Transit Authority (“WMATA”) for capital purposes and operating assistance (“Commonwealth Mass Transit Fund WMATA Allocation”), as determined by NVTC; and

WHEREAS, the Virginia Code Section 33.2-1526.1 requires the CTB to withhold funding available to WMATA under the following conditions:

1. Va. Code Sec. 33.2-1526.1(K) requires that in any year that the total Virginia operating assistance in the approved WMATA budget increases by more than three percent from the total operating assistance in the prior year's approved WMATA budget, the CTB shall withhold an amount equal to 35 percent of the funds available. The following items shall not be included in the calculation of any WMATA budget increase: (i) any service, equipment, or facility that is required by any applicable law, rule, or regulation; (ii) any capital project approved by the WMATA Board before or after July 1, 2018; and (iii) any payments or obligations of any kind arising from or related to legal disputes or proceedings between or among WMATA and any other person or entity.
2. Va. Code Sec. 33.2-1526.1(L) requires the CTB to withhold 20 percent of the funds available if (i) any alternate directors participate or take action at an official WMATA Board meeting or committee meeting as Board directors for a WMATA compact member when both directors appointed by that same WMATA Compact member are present at the WMATA Board meeting or committee meeting or (ii) the WMATA Board of

Directors has not adopted bylaws that would prohibit such participation by alternate directors.

3. Va. Code Sec. 33.2-1526.1(M) requires that, beginning July 1, 2019, the CTB shall withhold 20 percent of the funds available each year unless (i) WMATA has adopted a detailed capital improvement program covering the current fiscal year and, at a minimum, the next five fiscal years, and at least one public hearing on such capital improvement program has been held in a locality embraced by the NVTC; and (ii) WMATA has adopted or updated a strategic plan within the preceding 36 months, and at least one public hearing on such plan or updated plan has been held in a locality embraced by the NVTC. The first strategic plan adopted to comply with such requirements shall include a plan to align services with demand and to satisfy the other recommendations included in the report submitted pursuant to Item 436 R of Chapter 836 of the Acts of Assembly of 2017; and

WHEREAS, the CTB approved policy and guidelines to implement the enactment clauses by resolution of the Board on September 18, 2018, which were updated on January 19, 2021, and July 19, 2023, which require that DRPT analyze information received from WMATA and make a recommendation on enforcement actions, if any, to be taken; and

WHEREAS, DRPT has completed a review of WMATA’s compliance with such requirements, in consultation with the Office of the Attorney General, and has presented their findings and recommendations to the Board; and

NOW THEREFORE, BE IT RESOLVED that the Board hereby adopts the following findings relative to WMATA’s compliance for Fiscal Year 2023:

Three Percent Cap on Growth in Total Virginia Operating Assistance (Va. Code Sec. 33.2-1526.1(K))

1. WMATA has met the requirements of the statute and Board policy for FY2023.
2. No enforcement action to be taken for FY2023.

Participation by Alternate Directors of the WMATA Board (Va. Code Sec. 33.2-1526.1(L))

1. WMATA has met the requirements of the statute and Board policy for FY2023.
2. No enforcement action to be taken for FY2023.

Adoption of a Detailed Capital Improvement Program (Va. Code Sec. 33.2-1526.1(M))

1. WMATA has met the requirements for compliance with the statute and CTB policy.
2. No enforcement action to be taken for FY2023.

Resolution of the Board

October 18, 2023

Washington Metropolitan Area Transit Authority Annual Reporting – Fiscal Year 2023

Page 3 of 3

Adoption or Update of a Strategic Plan (Va. Code Sec. 33.2-1526.1(M))

1. WMATA has met the requirements for compliance with the statute and CTB policy.
2. No enforcement action to be taken for FY2023.

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CTB Decision Brief

Washington Metropolitan Area Transit Authority (WMATA) Annual Reporting – Fiscal Year 2023

Issue: In accordance with the CTB Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA) that was approved by the CTB on September 18, 2018, and updated January 19, 2021, and July 19, 2023, WMATA must provide notifications to DRPT by July 1 of each year regarding its compliance with four specific legislative and CTB policy requirements. DRPT is required to analyze the information received from WMATA and present to the CTB, in September of each year (beginning in 2019), a recommendation on enforcement actions, if any, that are required to be taken by the CTB policy. A resolution approving DRPT's recommendations as presented is required.

Facts: WMATA provided the required notifications for FY 2023 actions to DRPT in two separate letters dated June 23 and June 30, 2023. DRPT staff reviewed and analyzed the information received from WMATA, and DRPT Director Jennifer DeBruhl presented DRPT's findings and recommendations to the CTB at its workshop on September 20, 2023. The four specific legislative and CTB Policy requirements that WMATA must document compliance with include the annual adoption of a detailed Capital Improvement Program (CIP), the adoption or update of a Strategic Plan at least every 36 months, a three percent cap on growth in total Virginia operating assistance from the previous fiscal year, and restrictions on the participation by Alternate Directors to the WMATA Board. WMATA must also certify that it held public hearings on the CIP and Strategic Plan prior to adoption. DRPT found that WMATA met the standards for compliance with all four legislative and CTB Policy requirements in FY 2023.

Recommendation: Based on its analysis of the required information received from WMATA, DRPT recommends that the CTB take no enforcement actions against WMATA related to its FY 2023 compliance with the CTB Policy and legislative requirements. WMATA will be required to demonstrate compliance with the additional CTB Policy and legislative requirements that were approved by the CTB on September 20, 2023 when it submits its compliance documentation for FY2024 by June 30, 2024.

Action Required by CTB: Approval of the attached resolution certifying that the CTB will take no enforcement actions against WMATA related to its FY 2023 compliance with the CTB Policy and legislative requirements.

Options: Approve, Deny or Defer.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

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Fax: (804) 786-2940

Agenda item # 7

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: FY2024-2029 Six-Year Improvement Program Transfers
For August 19, 2023 through September 22, 2023

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

WHEREAS, the Board authorized the Commissioner, or his designee, to make transfers of allocations programmed to projects in the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project; and

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

Resolution of the Board
FY2024-2029 Six-Year Improvement Program Transfers for August 19, 2023 through
September 22, 2023
October 18, 2023
Page 2 of 2

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

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

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

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CTB Decision Brief

FY2024-2029 Six-Year Improvement Program Transfers August 19, 2023 through September 22, 2023

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

Facts: On June 21, 2023, the CTB granted authority to the Commissioner of Highways (Commissioner), or his designee, to make transfers of allocations programmed to projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 (the Program) to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the Program consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project:

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

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

The CTB will be presented with a resolution for formal vote to approve the transfer of funds exceeding the established thresholds. The list of transfers from August 19, 2023 through September 22, 2023 is attached.

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

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

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

Options: Approve, Deny, or Defer.

Decision Brief

FY2024-2029 Six-Year Improvement Program Transfers for August 19, 2023 through
September 22, 2023

October 18, 2023

Page 2 of 2

Public Comments/Reactions: None

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
1	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Bristol	Old Airport Road Sidewalk	109514	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$243,955	\$375,287	\$375,287	>100%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to fund a scheduled project.
2	Bristol	#SGR Bristol - VDOT SGR Bridge - Balance Entry	T13510	Bristol	#SGR21VB (FED ID 19295) Bridge Super Repl/Rte 58 over NS RR	117109	SGR - NHPP (SF1100), SGR - NHPP Soft Match (SF1101), SGR Bridge State (SSB700)	\$13,534,950	\$27,802,755	\$27,802,755	94.9%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VDOT Bridge Balance Entry line item to fund a scheduled project.
3	Bristol	#BF Bristol Overlay and Repair Task Order Year 5, #BF Bristol Structure Recoating Contract UPC Year 5, #BF Bristol Culvert Contract UPC Year 3, #BF Bristol Overlay and Repair Task Order Year 3	121244, 121234, 121238, 121239	Bristol	#BF VB I-81 MM 9.1 NB Bridge Rehab -Fed ID 18948 VA 2043	121233	Bridge Formula Allocation-Federal (CFB700), Bridge Formula Allocation-Soft Match (CFB701)	\$6,819,500	\$9,487,000	\$9,487,000	>100%	Transfer of surplus fund recommended by District and Structure and Bridge Division from a scheduled and cancelled projects to fund a scheduled project.
4	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	10TH & GRADY AVENUE BIKE PED	113916	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$163,000	\$827,235	\$827,235	24.5%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to a scheduled project.
5	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	PEDESTRIAN IMPROVEMENTS AT PRESTON AVE/HARRIS ST	113918	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$118,000	\$656,526	\$656,526	21.9%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to a scheduled project.
6	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Fredericksburg	TWO-LANE RURAL ROADS - CONTRACT 1	124366	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1), VA Safety State - State (CS3SS0)	\$5,630,000	\$7,630,000	\$7,630,000	>100%	Transfer of surplus funds recommended by District and Traffic Operations Division from a scheduled project to fund a scheduled project.
7	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Fredericksburg	TWO-LANE RURAL ROADS - CONTRACT 2	124367	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1), VA Safety State - State (CS3SS0)	\$1,427,000	\$3,427,000	\$3,427,000	71.4%	Transfer of surplus funds recommended by District and Traffic Operations Division from a scheduled project to fund a scheduled project.
8	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Fredericksburg	TWO-LANE RURAL ROADS - CONTRACT 3	124368	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1), VA Safety State - State (CS3SS0)	\$1,427,391	\$3,427,391	\$3,427,391	71.4%	Transfer of surplus funds recommended by District and Traffic Operations Division from a scheduled project to fund a scheduled project.
9	Hampton Roads	CARBON REDUCTION PROGRAM BALANCE ENTRY HAMPTON	T27909	Hampton Roads	Dam Neck Road/Holland Road Intersection Improvements	110802	Carbon Reduction >200k Allocation-Federal (CFR600), CRP - >200k Allocation - Soft Match (CFR601)	\$650,000	\$3,160,250	\$3,471,500	25.9%	Transfer of surplus funds recommended by District and MPO from the District Carbon Reduction Program Balance Entry line item to a scheduled project.
10	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Hampton Roads	ROUTE 171 (VICTORY BLVD) RIGHT TURN LANE EXTENSION	113633	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$1,515,064	\$1,970,000	\$1,970,000	>100%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to a scheduled project.

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

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
11	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Hampton Roads	Mercury Blvd Pedestrian Improvements	113749	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$509,528	\$1,283,940	\$1,283,940	65.8%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to a scheduled project.
12	Hampton Roads	CARBON REDUCTION PROGRAM BALANCE ENTRY HAMPTON	T27909	Hampton Roads	Emergency Vehicle Preemption - Norfolk	113866	Carbon Reduction >200k Allocation-Federal (CFR600), CRP - >200k Allocation - Soft Match (CFR601)	\$100,000	\$337,313	\$237,313	42.1%	Transfer of surplus funds recommended by District and MPO from the District Carbon Reduction Program Balance Entry line item to an underway project.
13	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Hampton Roads	I-64 HRBT Expansion Project - Owners Oversight	115009	Interstate Corridor Funds: I-64 Corridor Funds - State (CS9164)	\$53,812,139	\$601,112,469	\$548,900,330	9.8%	Transfer of surplus funds from the Statewide Interstate Corridor Improvement Plan SYIP Balance Entry line item to fund a scheduled project.
14	Hampton Roads	#SGR23LP 114-CITY OF HAMPTON 383 ARMISTEAD AVE N	121041	Hampton Roads	#SGR23LP 114-CITY OF HAMPTON 390 LIBBEY ST.	121039	SGR - State (SS0100)	\$80,860	\$340,860	\$340,860	31.1%	Transfer of surplus funds recommended by District and Local Assistance Division from a cancelled project to a scheduled project.
15	Hampton Roads	#SGR23LP 114-CITY OF HAMPTON 383 ARMISTEAD AVE N	121041	Hampton Roads	#SGR23LP 114-CITY OF HAMPTON 482 MERCURY BLVD W	121040	SGR - State (SS0100)	\$102,703	\$555,703	\$555,703	22.7%	Transfer of surplus funds recommended by District and Local Assistance Division from a cancelled project to a scheduled project.
16	Hampton Roads	HAMPTON ROADS HSIP FY23 ROUTE 58 AND SNOWDEN	122838	Hampton Roads	HR HSIP FY23 ROUTE 58 & SNOWDEN ST CLOSURE	123215	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$35,000	\$103,000	\$103,000	51.5%	Transfer of surplus funds recommended by District and Traffic Operations Division from a scheduled project to fund a scheduled project.
17	Hampton Roads	EASTERN SHORE TRAIL	T27881	Hampton Roads	EASTERN SHORE RAILS TO TRAILS (CAPE CHARLES TO RT 13)	124306	Transportation Initiatives: State (CSTS01)	\$625,000	\$3,125,000	\$3,724,981	25.0%	Transfer of surplus funds recommended by District from a scheduled project to fund a scheduled project.
18	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Richmond	#I95CIP - INSTALL ITS DEVICES, NORTHERN REGION	116726	I-95 Corridor Funds - NHPP Exempt Federal (CF9940), I-95 Corridor Funds - NHPP Exempt Softmatch (CF9941), I-95 Corridor Funds - State (CS9195)	\$2,405,000	\$8,158,143	\$8,158,143	41.8%	Transfer of surplus funds recommended by District from the Statewide Interstate Corridor Improvement Plan SYIP Balance Entry line item to fund a scheduled project.
19	Richmond	Brad McNeer Parkway Access Management and Roundabout	118156	Richmond	#SMART24 - RTE 360 AT BRAD MCNEER - IMPROVEMENTS	124328	CMAQ : Richmond (CF5M20), CMAQ Match : Richmond (CS5M21)	\$9,336,000	\$21,765,941	\$12,429,941	75.1%	Transfer of surplus funds recommended by District and MPO from a cancelled project to a scheduled project.
20	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Staunton	ROUTE 7 - SHOULDER WIDENING AND RUMBLE STRIPS	112899	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$1,092,652	\$2,420,000	\$2,420,000	82.3%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to a scheduled project.
21	Statewide	Revenue Sharing Balance Entry-LAD	T24702	Staunton	Old Oak Ln., Phase IV Rural Addition - Warren County	112958	Accounts Receivable - Secondary, Deallocation Local Match (NPL201), Deallocation State Match (CNS202), Local Match (NPL201), State Match (CNS202)	\$601,750	\$1,600,000	\$1,600,000	60.3%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Revenue Sharing Balance Entry line item to fund an underway project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Not Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
A	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	ROUTE 250 / 240 / 680 ROUNDABOUT	111729	Open Container Funds - Statewide (CNF221), VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$696,700	\$5,235,716	\$5,235,716	15.3%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Safety Balance Entry line item to fund a scheduled project.
B	Culpeper	TRENCH WIDENING/SHOULDER RUMBLE STRIPS/SAFETY EDGE	122882	Culpeper	CY24 DISTRICTWIDE TRENCH WIDENING PM7T-24	122880	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$11,400	\$5,507,689	\$5,507,689	0.2%	Transfer of surplus funds recommended by District and Traffic Operations Division from a scheduled project to fund a scheduled project.
C	Fredericksburg	#SGR Fredericksburg-VDOT SGR Bridge-Balance Entry	T13913	Fredericksburg	#SGR21VB(FED ID04400) BRDG SUP REPL RTE 207NB MATTAPONI RVR	118289	SGR Bridge State (SSB700)	\$642,854	\$11,785,891	\$11,785,891	5.8%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VDOT Bridge Balance Entry line item to fund a scheduled project.
D	Fredericksburg	#SGR Fredericksburg-VDOT SGR Bridge-Balance Entry	T13913	Fredericksburg	#SGR23VB RTE 14 GARNETTS CREEK ID 10584 CULVERT REHAB	121573	SGR Bridge State (SSB700)	\$138,285	\$1,301,031	\$1,273,511	11.9%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VDOT Bridge Balance Entry line item to fund a scheduled project.
E	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Hampton Roads	RTE 602 - RECONSTRUCTION	1850	High Risk Rural - Federal (CNF263), High Risk Rural - State Match (CNS251)	\$180,486	\$1,638,392	\$1,420,627	12.4%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
F	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Hampton Roads	#SMART18 - RTE 602 - RECONSTRUCTION	1852	High Risk Rural - Federal (CNF263), High Risk Rural - State Match (CNS251)	\$15,256	\$5,832,557	\$6,075,406	0.3%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
G	Hampton Roads	Elbow Road Phase 2D	112318	Hampton Roads	Route 60 (Pocahontas Trail) Widening and Complete Street	102980	RSTP : Hampton Roads (CF2M30), RSTP Match : Hampton Roads (CS2M31)	\$3,121,060	\$37,137,539	\$48,840,000	9.2%	Transfer of surplus funds recommended by District and MPO from a scheduled project to fund a scheduled project.
H	Hampton Roads	#SGR Hampton Roads-VDOT SGR Bridge-Balance Entry	T13919	Hampton Roads	#SGR18VB - RT 40 over Otterdam Swamp (Fed 18185) REPLACE	111342	SGR Bridge State (SSB700)	\$77,157	\$3,848,862	\$3,758,851	2.0%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VDOT Bridge Balance Entry line item to a scheduled project.
I	Hampton Roads	HAMPTON DGP DEALLOCATION BALANCE ENTRY	T21763	Hampton Roads	#SMART18 - Route 17 Widening between Rte 630 and Rte 173	111787	Accounts Receivable - Primary (NOP422), DGP Supplemental (HB1414) - State (GS0000)	\$571,879	\$27,904,140	\$27,904,140	2.1%	Transfer of surplus funds recommended by District from the District DGP Deallocation Balance Entry line item to fund a scheduled project.
J	Hampton Roads	#SGR23LP 114-CITY OF HAMPTON 383 ARMISTEAD AVE N	121041	Hampton Roads	#SGR23LP CITY OF HAMPTON 492 MERCURY BLVD W	121113	SGR - State (SS0100)	\$64,176	\$602,176	\$610,657	11.9%	Transfer of surplus funds recommended by District and Local Assistance Division from a cancelled project to a scheduled project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Not Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
K	Hampton Roads	#SGR23LP 122 CITY OF NORFOLK 916 PARK AVE	122021	Hampton Roads	#SGR23LP 122-CITY OF NORFOLK 926 E PRINCESS ANN RD	121129	SGR - State (SS0100)	\$40,219	\$617,662	\$617,662	7.0%	Transfer of surplus funds recommended by District and Local Assistance Division from a cancelled project to a scheduled project.
L	Hampton Roads	#SGR Hampton Roads-Local SGR Paving-Balance Entry	T9587	Hampton Roads	#SGR23LP CITY OF CHESAPEAKE 1805 PORTSMOUTH BLVD	121134	SGR - State (SS0100)	\$35,284	\$552,354	\$552,354	6.8%	Transfer of surplus funds recommended by District and Local Assistance Division from the District SGR Local Paving Balance Entry line item to a scheduled project.
M	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Richmond	#SMART18 - I US360 HULL STREET SAFETY / OPS IMPROVE PHASE I	15959	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101), VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1)	\$2,182,502	\$33,318,545	\$33,318,545	7.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from scheduled projects and the Statewide Highway Safety Balance Entry line item to fund a scheduled project.
N	Richmond	#SGR Richmond - VDOT SGR Bridge - Balance Entry	T13914	Richmond	#SGR17VB - RT 360 - REPLACE WBL BRIDGE (Fed 1224; CN ONLY)	104953	SGR Bridge State (SSB700)	\$31,761	\$4,526,111	\$4,526,111	0.7%	Transfer of surplus funds recommended by the District and Structure and Bridge Division from the District SGR VDOT Bridge Balance Entry line item to fund a completed project.
O	Salem	#SGR17VB - RT 81 - APPROACHES AND BR OVER RT 8 - 22513 AND 22515	93074	Salem	#SMART22 - I-81/Route 8 (Exit 114) Park & Ride Lot	119469	Demo Repurpose VA008 - Federal (DMF008), Demo Repurpose VA008 - Soft Match (DMF008)	\$824,067	\$7,667,571	\$7,667,571	10.6%	Transfer of surplus funds recommended by District from a completed project to fund a scheduled project.
P	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Staunton	Rte 623 - REPLACE BRIDGE Over Cedar Creek VA str. 6908	90173	Bond Match - Secondary (CNB266), BROS - Secondary (CNF245), STP Bridge (CF2200), STP Bridge Soft Match (CF2201)	\$149,897	\$2,972,188	\$2,972,188	5.3%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the Statewide SYIP Balance Entry line item to fund a completed project.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 8

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By:

Seconded By:

Action:

Title: Performance Policy for Locally Administered Projects

WHEREAS Virginia's transportation program delivery is a collaborative approach with local governments whereby local governments provide significant fiscal resources to the program and administer a large percentage of the Six Year Improvement Program (the Program) of projects; and

WHEREAS, delivering the transportation system is a collective responsibility of the state and local governments, requiring all parties to meet reasonable performance expectations to ensure the successful delivery of the program and so that the fiscal and stewardship obligations to the State and federal government, as well as to the citizens of the Commonwealth, can be met; and

WHEREAS, the Virginia Department of Transportation (VDOT) has implemented means, utilizing appropriate metrics, to assess the performance of VDOT's construction and maintenance programs, and periodically reports to the Commonwealth Transportation Board (Board) on the performance of those programs; and

WHEREAS, successful delivery of the Program requires strong partnerships with the localities including reasonable State oversight of projects delivered in whole or in part with State or federal resources; and

WHEREAS, VDOT provides oversight, guidance, and training as necessary, to support locally administered projects, recognizing that local governments are responsible for successfully delivering projects on time, on budget, with quality workmanship and in accordance with applicable federal and state requirements; and

WHEREAS, recognizing that when localities administering multiple projects fail to meet minimum expectations for reasonable progress toward project completion, there is a negative impact on the performance of the entire locally-administered projects program, the Board desires to facilitate acceptable performance in the delivery of locally-administered projects; and

WHEREAS, VDOT has established the Locality Sustained Performance Program, collaborating with local governments to identify the following as appropriate performance measures that reflect the oversight and stewardship of VDOT as well as the flexibility necessary for localities in the administration of projects: 1) On-time performance for past and currently active projects, 2) Reasonable progress meeting project authorization schedules, and 3) Fiscal accountability measuring reasonable expenditure of available allocations.

NOW THEREFORE, BE IT RESOLVED, that the Board, as a matter of policy, hereby directs VDOT as follows:

Annually conduct performance reviews for localities administering Program projects, in accordance with VDOT's Locality Sustained Performance Program, and report to the Board the result of such reviews.

For any locality identified as having not met performance measures established in the Locality Sustained Performance Program, VDOT shall collaborate with the locality to identify the causes and establish actions to be taken to improve performance across their portfolio of projects, and document such in a Project Development Improvement Plan (Plan). The results of any Plan shall be included in the annual report to the Board.

Plans shall include appropriate measures and administrative actions to ensure that reasonable progress and/or fiscally judicious use of allocations is made on identified projects. Such actions may include but are not limited to: deallocation of state-controlled funds, cancellation of projects, VDOT assumption of project administration, and/or denial of future requests for the locality to administer new projects.

Provide, as part of the annual assessment as warranted, recommendations to the Board based on locality performance, regarding locality access to future Board appropriations from any program administered by the Board, where such actions are in the best interest of the Commonwealth.

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CTB Decision Brief

Performance Policy for Locally Administered Projects

Issue: When localities administering multiple projects fail to meet minimum expectations for reasonable progress toward project completion, there is a negative impact on the performance of the entire locally-administered projects program, which comprises a large percentage of the Six Year Improvement Program (SYIP). In recognition of the foregoing, the Commonwealth Transportation Board (CTB) desires to facilitate acceptable performance in the delivery of locally-administered projects by directing the Virginia Department of Transportation (VDOT) to (i) annually conduct performance reviews for localities administering projects in the Six Year Improvement Program, in accordance with VDOT's Locality Sustained Performance Program, and report to the CTB the result of such reviews and (ii) take other actions to ensure that reasonable progress and/or fiscally judicious use of allocations is made on identified projects in the locally-administered projects program.

Facts: There are over 1,300 projects, with a total value of \$2.7B being administered by 125 localities in the current Six Year Improvement Program (SYIP). Forty-nine localities, each administering more than five projects in the SYIP, account for 88% of the number and 95% of the total value of those projects. Poor performance by such localities administering multiple projects has a negative impact on the entire locally administered projects program.

Since late 2021 VDOT has engaged with local and VDOT stakeholders to identify quantitative performance metrics that measure the key indicia of performance that reflect the oversight and stewardship of VDOT as well as the flexibility necessary for localities in the administration of projects. Those stakeholders identified on-time performance, reasonable project progress, and fiscal management as the three primary measures of success.

Using those measures, VDOT has developed a Local Sustained Performance Program (LSPP) that will (i) identify those localities which fail to meet specific performance metrics; (ii) identify the root causes of the deficient performance; (iii) provide for appropriate remedial actions, including the collaborative development of Project Development Improvement Plans (Plans); and (iv) in those cases when such Plans do not yield improved performance, provide for actions that include but are not limited to deallocation of state-controlled funding, VDOT assumption of project administration, cancellation of projects, and/or denial of future requests for the locality administration of new projects.

VDOT will provide annual updates to the Board on the progress of the LSPP and will publish a report card identifying those localities exhibiting deficient performance along with the metrics those localities are failing to meet. Based on the progress or failure of these localities to improve performance, VDOT will provide recommendations to the Board regarding the need for future action to address project performance.

Recommendation: VDOT recommends the approval of the attached resolution entitled, *Performance Policy for Locally Administered Projects*.

Action Required by the CTB: Consideration of and approval, as appropriate, of the proposed resolution.

Result, if Approved: VDOT will begin implementation of the LSPP as described.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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

Agenda item # 9

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

October 18, 2023

MOTION

Made By:

Seconded By:

Action:

Title: Approval and Authorization for the Commissioner of Highways to Execute a TIFIA Direct Agreement Between the Virginia Department of Transportation, the Hampton Roads Transportation Accountability Commission, and the United States Department of Transportation for the Hampton Roads Express Lanes Network, Segment 4C Project

WHEREAS, the Virginia Department of Transportation (“VDOT”) and the Hampton Roads Transportation Accountability Commission (“HRTAC”) have entered into a Standard Project Agreement for the I-64 Hampton Roads Express Lanes Network, Segment 4C Project, dated as of December 16, 2021 (as amended, amended and restated, supplemented, or otherwise modified from to time); and

WHEREAS, VDOT, HRTAC, and the Commonwealth Transportation Board (“CTB”) have entered into the Master Agreement for Development and Tolling of the Express Lanes Network, dated August 18, 2020, (the “MTA”); and

WHEREAS, VDOT has entered into a Contract for VDOT I-64 Express Lanes Toll System and Services, dated as of March 21, 2017, with TransCore, LP (the “Segment 1 Toll System Contract”); and

WHEREAS, VDOT has entered into the Contract Relating to the I-64 Express Lanes Expansion, dated as of June 17, 2021, with Conduent State & Local Solutions, Inc. (the “Segment 2 Toll System Contract”); and

WHEREAS, in reliance on the support for the Hampton Roads Express Lanes Network Segment 4C Project (the “Project”) provided by VDOT pursuant to the foregoing agreements, together with each electronic toll collection agreement and each violation processing services agreement entered into by HRTAC and VDOT pursuant to the MTA (collectively the “VDOT Support Agreements”), the United States Department of Transportation (“USDOT”) will grant to HRTAC a loan under the Transportation Infrastructure Finance and Innovation Act Program (the

Board Resolution

Approval and Authorization for the Commissioner of Highways to Execute a TIFIA Direct Agreement Between the Virginia Department of Transportation, the Hampton Roads Transportation Accountability Commission and the United States Department of Transportation for the Hampton Roads Express Lanes, Segment 4C Project

October 18, 2023

Page Two

“TIFIA Loan”) for the purpose of financing certain costs in connection with the construction and development of the Project and which will be repaid by HRTAC from sales tax revenues dedicated to the Hampton Roads Transportation Fund; and

WHEREAS, as a condition of granting HRTAC the TIFIA Loan, USDOT requires VDOT and HRTAC to agree to and execute a Direct Agreement (the “Direct Agreement,” a draft of which is attached hereto as Exhibit A) whereby, among other things, VDOT makes certain warranties and representations with regard to the VDOT Support Agreements and VDOT’s roles relating the Project but is not liable for repayment of the TIFIA loans; and

WHEREAS, at the September 2023 CTB Workshop, the CTB was briefed on the Direct Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the CTB hereby approves and authorizes the Commissioner of Highways to execute, and take all actions necessary under, the Direct Agreement between VDOT, HRTAC, and USDOT relating to the TIFIA Loan to HRTAC for the Project, a draft of which is set forth in Exhibit A, with such changes and modifications deemed necessary by the Commissioner of Highways.

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EXHIBIT A

DRAFT DIRECT AGREEMENT

[See attached]

DIRECT AGREEMENT (VDOT)

This **DIRECT AGREEMENT** (this “**Agreement**”) dated as of [October 31], 2023 (the “**Effective Date**”), is made by and among the (i) VIRGINIA DEPARTMENT OF TRANSPORTATION, an agency of the Commonwealth of Virginia (“**VDOT**”); (ii) HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION, a body politic and a political subdivision created under the laws of the Commonwealth of Virginia (the “**Borrower**”); and (iii) UNITED STATES DEPARTMENT OF TRANSPORTATION, an agency of the United States, acting by and through the Executive Director of the Build America Bureau (“**USDOT**” or the “**TIFIA Lender**”).

RECITALS

WHEREAS:

(1) VDOT and HRTAC have entered into (a) that certain Standard Project Agreement for Funding and Administration for the Segment 4C (Full Build Potential Scope) Project related to the Express Lanes Network, dated as of December 16, 2021, as previously amended and as further amended from time to time in accordance with its terms (the “**Full Build Potential Scope SPA**”), relating to the Project (as defined in the Segment 4C TIFIA Loan Agreement (as defined below)), and (b) that certain Standard Project Agreement for Funding and Administration for the Segment 4C (Preliminary Engineering (Phase 1 PE)) Project, dated as of April 1, 2021, as previously amended and as further amended from time to time in accordance with its terms (the “**PE SPA**” and together with the Full Build Potential Scope SPA, the “**Segment 4C SPAs**”);

(2) VDOT has entered into that certain Commonwealth of Virginia Department of Transportation Bid Proposal and Contract (Contract ID. No.: C00117841DB111), dated as of July 25, 2022, with Shirley-Branch Joint Venture (the “**Design-Builder**”), an unincorporated joint venture comprised of Shirley Contracting Company, LLC, the Branch Group, the Dewberry Companies, Inc., McLean Contracting Company, and STV Incorporated, as it may be modified or amended from time to time in accordance with its terms (the “**Design-Build Contract**”);

(3) VDOT, the Borrower, and the Commonwealth Transportation Board have entered into that certain Master Agreement for Development and Tolling of the Express Lanes Network, dated August 18, 2020, as it may be modified or amended from time to time in accordance with its terms (the “**MTA**”);

(4) VDOT has entered into that certain Standard Contract for VDOT I-64 Express Lanes Toll System and Services (the “**Segment 1 Toll System Contract**”), dated as of March 21, 2017, with TransCore, LP (the “**Segment 1 Toll System Contractor**”), as it may be modified or amended from time to time in accordance with its terms; and

(5) VDOT has entered into that certain Standard Contract Relating to the I-64 Express Lanes Expansion, dated as of June 17, 2021 (the “**Segment 2 Toll System Contract**” and,

together with the Segment 1 Toll System Contract and any similar contract for the provision of the Tolling Infrastructure and System or Tolling O&M Duties entered into by VDOT with respect to any segment of the Express Lanes Network, the “**Toll System Contracts**”), with Conduent State & Local Solutions, Inc. (the “**Segment 2 Toll System Contractor**” and, together with the Segment 1 Toll System Contractor and the contractor pursuant to any other Toll System Contract, the “**Toll System Contractors**”), as it may be modified or amended from time to time in accordance with its terms.

The foregoing agreements in paragraphs (1) through (5) above, together with any Electronic Toll Collection Agreement, Violation Processing Services Agreement and any other agreement entered into from time to time by VDOT and the Borrower that is treated as an Additional Project Contract pursuant to the Segment 4C TIFIA Loan Agreement (as defined below) are herein collectively referred to as the “**VDOT Agreements**” (and each, individually, is a “**VDOT Agreement**”).

WHEREAS, in reliance on the support for the Project provided by VDOT pursuant to the VDOT Agreements, the Borrower and the TIFIA Lender are entering into that certain TIFIA Loan Agreement, dated as of the date hereof, pursuant to which the TIFIA Lender will (subject to the terms and conditions of the loan agreement) make a loan in a principal amount not to exceed \$[142,720,000] (excluding interest that is capitalized), which loan shall be repaid from sales tax revenues dedicated to the Hampton Roads Transportation Fund (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Segment 4C TIFIA Loan Agreement**”).

The Segment 4C TIFIA Loan Agreement is being entered into for the purpose of financing certain costs in connection with the construction and development of the Project.

WHEREAS, the Borrower has entered into that certain Master Indenture of Trust (the “**HRTF Indenture**”), dated as of February 1, 2018, with Wilmington Trust, National Association (the “**Trustee**”), as such indenture may be modified or amended from time to time in accordance with its terms.

WHEREAS, the Borrower has entered into that certain Master Indenture of Trust (the “**Toll Indenture**”), dated as of September 1, 2021, with U.S. Bank Trust Company, National Association (the “**Toll Trustee**”), as such indenture may be modified or amended from time to time in accordance with its terms.

WHEREAS, in consideration for the TIFIA Lender’s willingness to enter into the Segment 4C TIFIA Loan Agreement, among other consideration, VDOT and the Borrower wish to amend and clarify certain provisions of the VDOT Agreements as set forth in this Agreement.

WHEREAS, it is a condition to the consummation of the transactions contemplated by the Segment 4C TIFIA Loan Agreement that VDOT and the Borrower enter into this Agreement with the TIFIA Lender to provide certain assurances and agreements, as further described below, in connection with the VDOT Agreements and the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VDOT, the Borrower, and the TIFIA Lender (each, a “Party” and, collectively, the “Parties”) hereby agree as follows:

ARTICLE I

DEFINED TERMS; INTERPRETATION

Section 1.1 Capitalized Terms.

(a) Except as provided in Section 1.1(b), all capitalized terms not defined herein shall have the meanings given to them in the Segment 4C TIFIA Loan Agreement.

(b) All capitalized terms used in Article VI (*VDOT Agreement Modifications and Clarifications*) (other than Section 6.4 (*Agreements Relating to Toll System Contracts*)) shall have the meanings given to them in the applicable VDOT Agreement.

Section 1.2 Defined Terms. The following terms shall have the meanings specified below.

“2021 TIFIA Loan Agreements” means:

(a) that certain TIFIA Loan Agreement (the “HRBT Toll TIFIA Loan Agreement”), dated as of the September 21, 2021, between the Borrower and the TIFIA Lender providing for a loan in a principal amount not to exceed \$345,000,000 (excluding interest that is capitalized), which loan shall be repaid from toll revenues collected by or on behalf of the Borrower (as amended, amended and restated, supplemented or otherwise modified from time to time),

(b) that certain TIFIA Loan Agreement (the “HRBT HRTF TIFIA Loan Agreement”), dated as of September 21, 2021, between the Borrower and the TIFIA Lender providing for a loan in a principal amount not to exceed \$817,990,000 (excluding interest that is capitalized), which loan shall be repaid from sales tax revenues dedicated to the Hampton Roads Transportation Fund (as amended, amended and restated, supplemented or otherwise modified from time to time), and

(c) that certain TIFIA Loan Agreement (the “HRTAC Project TIFIA Loan Agreement”), dated as of September 21, 2021, between the Borrower and the TIFIA Lender providing for a loan in a principal amount not to exceed \$500,789,463 (excluding interest that is capitalized), which loan shall be repaid from sales tax revenues dedicated to the Hampton Roads Transportation Fund (as amended, amended and restated, supplemented or otherwise modified from time to time).

“Electronic Toll Collection Agreement” means any Electronic Toll Collection Agreement entered into between the Borrower and VDOT.

“Express Lanes Network” has the meaning set forth in the MTA.

“Permitted Liens” means:

- (a) Liens imposed pursuant to the Segment 4C TIFIA Loan Agreement;
- (b) Liens imposed by law for taxes that are not yet due or are being contested;
- (c) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested;
- (d) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance, and other social security laws or regulations;
- (e) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;
- (f) judgment Liens in respect of judgments that do not constitute an Event of Default under the Segment 4C TIFIA Loan Agreement;
- (g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that, in any case, do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower;
- (h) any Lien on any property or asset of the Borrower existing on the Effective Date; provided that (i) such Lien shall not apply to any other property or asset of the Borrower and (ii) such Lien shall secure only those obligations which it secures on the Effective Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;
- (i) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition, (ii) such Lien shall apply solely to the acquired asset and not to any other property or assets of the Borrower, and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof; and
- (j) purchase money security interests in equipment hereafter acquired by the Borrower; provided that (i) such security interests secure indebtedness for borrowed money permitted under the Segment 4C TIFIA Loan Agreement, (ii) such security interests are incurred, and the indebtedness secured thereby is created, within ninety (90) days after such acquisition, (iii) the indebtedness secured thereby does not exceed the fair market value of such equipment at the time of such acquisition, and (iv) such security interests do not apply to any other property or assets (other than accessions to such equipment) of the Borrower.

“TIFIA Loan” means the TIFIA loan provided under the Segment 4C TIFIA Loan Agreement.

“Violation Processing Services Agreement” means any Violation Processing Services Agreement entered into between the Borrower and VDOT.

Section 1.3 Interpretation. Unless the context shall otherwise require, the words “hereto”, “herein”, “hereof”, and other words of similar import refer to this Agreement as a whole. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Whenever VDOT’s knowledge is implicated in this Agreement or the phrase “to VDOT’s knowledge” or a similar phrase is used in this Agreement, VDOT’s knowledge or such phrase(s) shall be interpreted to mean to the best of VDOT’s knowledge after reasonable and diligent inquiry and investigation. Unless the context shall otherwise require, references to any Person shall be deemed to include such Person’s successors and permitted assigns. Unless the context shall otherwise require, references to preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions are to the applicable preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions of this Agreement. The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement. The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof and hereof. Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 9.1 and signed by a duly authorized representative of such party.

ARTICLE II

CONDITIONS PRECEDENT

Section 2.1 Conditions Precedent. Notwithstanding anything herein to the contrary, this Agreement shall not become effective until each of the following conditions precedent shall have been satisfied:

(a) Legal Opinion. Legal counsel to VDOT shall have delivered to the TIFIA Lender legal opinions satisfactory to the TIFIA Lender in its sole discretion (including those opinions set forth on Exhibit A).

(b) Non-Debarment Certificate. VDOT shall have provided a certificate from VDOT’s Authorized Representative (as defined below) as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters substantially in the form attached hereto as Exhibit B with respect to VDOT and its principals (as defined in 2 CFR § 180.995).

(c) Certification Regarding Lobbying. VDOT shall have provided a certificate from VDOT's Authorized Representative as to the prohibition on the use of appropriated funds for lobbying substantially in the form attached hereto as Exhibit C in accordance with 49 CFR §20.100(b).

(d) Officer's Certificate. VDOT shall have delivered to the TIFIA Lender a certificate from VDOT's Authorized Representative in the form attached hereto as Exhibit D (i) as to the satisfaction of certain conditions precedent set forth in this Article II as required by the TIFIA Lender, (ii) designating VDOT's Authorized Representative, and (iii) confirming such person's position and incumbency.

(e) Organizational Documents. VDOT shall have provided to the TIFIA Lender evidence that VDOT is duly created and validly existing under the laws of its jurisdiction of formation, with full power, authority and legal right to own its properties and carry on its business and governmental functions as now conducted, including the following documents, each certified by VDOT's Authorized Representative: (i) a copy of all resolutions not previously delivered to the TIFIA Lender in connection with the 2021 TIFIA Loan Agreements that authorize VDOT to execute and deliver, and to perform its respective obligations under, the VDOT Agreements in effect as of the Effective Date, and such resolutions have not been subsequently modified, rescinded or amended, are in full force and effect in the form adopted, and are the only resolutions adopted by VDOT relating to the matters described therein, (ii) a copy of any modifications, rescissions or amendments to any of the resolutions previously delivered to the TIFIA Lender in connection with the 2021 TIFIA Loan Agreements, and (iii) a copy of such further instruments and documents as are necessary, appropriate or advisable to effectuate the foregoing resolutions and to consummate and implement the transactions contemplated by such resolutions and the VDOT Agreements in effect as of the Effective Date.

(f) Insurance Certificates. VDOT shall have delivered to the TIFIA Lender copies of certificates of insurance evidencing the property damage and liability insurance policies maintained by VDOT and by each of the Principal Project Parties (other than Conduent State and Local Solutions, Inc. and TransCore, LP) as of the date of this Agreement.

(g) Accuracy of Representations and Warranties. The representations and warranties of VDOT set forth in this Agreement and in each other VDOT Agreement shall be true and correct, as of the Effective Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(h) Other Requested Documentation. VDOT shall have delivered such other agreements, documents, instruments, opinions and other items reasonably required by the TIFIA Lender, all in form and substance satisfactory to the TIFIA Lender.

ARTICLE III

VDOT ACKNOWLEDGMENTS AND UNDERTAKINGS; **NO LIABILITY FOR TIFIA LOAN**

Section 3.1 Acknowledgement of Pledge and Assignment. VDOT acknowledges the pledge and assignment to each Trustee of, and the grant to such Trustee of a lien on and security interest in, all of the Borrower's right, title and interest in, to and under the trust estate established pursuant to the HRTF Indenture, pursuant to the terms and conditions of the HRTF Indenture, as security for all of the obligations secured or purported to be secured by the HRTF Indenture.

Section 3.2 Sovereign Immunity. VDOT specifically, and the Commonwealth of Virginia generally, neither waive nor abrogate their sovereign immunity, in part or in whole, in any manner, under any theory, hereunder. Notwithstanding the foregoing, VDOT acknowledges and agrees that this Agreement and the VDOT Agreements in effect from time to time constitute legal, valid, and binding obligations of VDOT, enforceable against VDOT in accordance with their terms, except as enforceability may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the sovereign immunity of the Commonwealth of Virginia; provided that sovereign immunity shall not bar an action to enforce a claim based on a breach of this Agreement or the VDOT Agreements in effect from time to time presented in accordance with the laws of the Commonwealth of Virginia.

Section 3.3 Reserve Funds. VDOT acknowledges and agrees that each of the Senior Lien Obligations Reserve Fund, the Second Lien Obligations Reserve Fund, the Subordinate Obligations Reserve Fund, the Operation and Maintenance Reserve Fund, and the Major Maintenance and Renewal Fund, including any accounts and sub-accounts under any of the foregoing, shall be deemed a "reserve," as such term is used in Section 6.03(a)(ii) of the MTA.

Section 3.4 Insurance. VDOT understands and acknowledges that VDOT's failure to, and failure to cause its contractors to, at all times, maintain with responsible insurers, to the extent available from responsible insurers at reasonable rates, or through a program of self-insurance (or a combination thereof), all such insurance on the Project that is required under the VDOT Agreements in effect from time to time, subject to the cure provisions of the Segment 4C TIFIA Loan Agreement, constitutes an Event of Default under the Segment 4C TIFIA Loan Agreement.

Section 3.5 Cooperation. VDOT shall fully cooperate with the TIFIA Lender and perform all additional acts reasonably requested by the TIFIA Lender to effect the purposes of this Agreement. VDOT and the Borrower agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the TIFIA Lender may reasonably request to effectuate the terms of this Agreement.

Section 3.6 No Liability for TIFIA Loan. Nothing in this Agreement shall be construed to mean that VDOT is liable under the Segment 4C TIFIA Loan Agreement for the debt of the Borrower thereunder.

Section 3.7 [Reserved.]

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of VDOT. VDOT hereby represents and warrants as of the date of execution of this Agreement and as of each date on which any disbursement under Segment 4C TIFIA Loan Agreement is made:

(a) Organization; Power and Authority. VDOT is an agency of the State, duly created and validly existing and in good standing under the laws of the State, has full legal right, power and authority to enter into or become a signatory to this Agreement and the VDOT Agreements in effect as of any date on which this representation and warranty is made and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery, and performance of this Agreement and the VDOT Agreements in effect as of any date on which this representation and warranty is made.

(b) VDOT's Officers' Authorization. The officers of VDOT executing (or that previously executed) this Agreement and the VDOT Agreements in effect as of the Effective Date, and any certifications or instruments related thereto, are (or were at the time of such execution) duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of this Agreement and each of the VDOT Agreements in effect as of any date on which this representation and warranty is made, has been duly authorized, executed and delivered by VDOT and constitutes the legal, valid, and binding agreement of VDOT enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law); provided that all payments from VDOT under each such VDOT Agreement (other than any liquidated damages or other damages and recoveries payable by a third party contractor thereunder) are subject to appropriation by the Virginia General Assembly and allocation by the Commonwealth Transportation Board.

(d) Non-Contravention. The execution and delivery of this Agreement and the VDOT Agreements in effect as of any date on which this representation and warranty is made, the consummation of the transactions contemplated herein and therein and the fulfillment of or compliance with the terms and conditions hereof and thereof will not (i) conflict with VDOT's Organizational Documents or (ii) conflict in any material respect with, or constitute a violation, breach or default (whether immediately or after notice or the passage of time or both) by VDOT of or under, any applicable law, administrative rule or regulation, any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which VDOT is a party and/or signatory or by which it or its properties or assets are otherwise subject or bound.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of VDOT or any other Person, and no consent, permission, authorization, order

or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by VDOT of this Agreement and the VDOT Agreements then in effect, except as have been obtained or made and as are in full force and effect, or (ii) (A) the consummation of any transaction contemplated by this Agreement or the VDOT Agreements then in effect or (B) the fulfillment of or compliance by VDOT with the terms and conditions of this Agreement and the VDOT Agreements then in effect, except as have been obtained or made and as are in full force and effect or as are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. As of the Effective Date, there is no action, suit, proceeding or, to the knowledge of VDOT, any inquiry or investigation, in any case before or by any court or other Governmental Authority pending or, to the knowledge of VDOT, threatened against or affecting the Project or the ability of VDOT to execute, deliver and perform its obligations under this Agreement or the VDOT Agreements then in effect. As of the Effective Date and as of each other date on which the representations and warranties herein are made or confirmed, there is no action, suit, proceeding or, to the knowledge of VDOT, any inquiry or investigation before or by any court or other Governmental Authority pending, or to the knowledge of VDOT, threatened against or affecting the Project, VDOT or the assets, properties or operations of VDOT, that in any case could reasonably be expected to result in a Material Adverse Effect. To VDOT's knowledge, there are no actions of the type described above pending, threatened against, or affecting any of the Principal Project Parties except for matters arising after the Effective Date that could not reasonably be expected to result in a Material Adverse Effect. VDOT is not in default (and no event has occurred and is continuing that, with the giving of notice or the passage of time or both, could constitute a default) with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect.

(g) No Debarment. VDOT has fully complied with its verification obligations under 2 CFR § 180.320 and confirms that, to its knowledge, neither VDOT nor any of its principals (as defined in 2 CFR § 180.995) is debarred, suspended, or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered pursuant to Section 2.1(b). VDOT has complied with the disclosure requirements set forth in 2 CFR § 180.355. Further, VDOT has fully complied with 2 CFR Part 180, including Subpart C, in particular §§ 180.300 and 180.330, and with 2 CFR § 1200.332. VDOT is not aware of any non-compliance by any Principal Project Party or any of VDOT's other contractors or subcontractors performing work related to the Project with the applicable requirements of 2 CFR Part 180.

(h) Accuracy of Representations and Warranties. The representations, warranties and certifications of VDOT set forth in this Agreement and in each VDOT Agreement in effect as of any date on which this representation and warranty is made are true, correct, and complete, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true, correct, and complete as of such earlier date).

(i) Compliance with Federal Requirements. With respect to the Project, VDOT has complied with all applicable requirements of NEPA, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

(j) No Defaults. VDOT is not in default under the terms of this Agreement or any VDOT Agreement in effect as of any date on which this representation and warranty is made, and no event has occurred or condition exists that, with the giving of notice or the passage of time or both, would constitute an event of default under this Agreement or any VDOT Agreement in effect as of any date on which this representation and warranty is made. To VDOT's knowledge, no other party to a VDOT Agreement is in breach of, or in default under, any material term of such VDOT Agreement.

(k) Governmental Approvals. All Governmental Approvals required as of the Effective Date and any subsequent date on which this representation is made (or deemed made) for the undertaking and completion of the Project and for the operation and management thereof have been obtained or effected by VDOT and are in full force and effect, and there is no basis for, nor proceeding that is pending or threatened that could reasonably be expected to result in, the revocation of any such Governmental Approval.

(l) VDOT Agreements. Each VDOT Agreement in effect as of any date on which this representation and warranty is made is in full force and effect and all conditions precedent to the obligations of the respective parties under each VDOT Agreement have been satisfied. VDOT or the Borrower has delivered to the TIFIA Lender (i) as of the Effective Date, a fully executed, complete, and correct copy of each such VDOT Agreement in effect as of the Effective Date and (ii) as of any other date on which this representation and warranty is made, a fully executed, complete, and correct copy of each such VDOT Agreement entered into after the Effective Date and prior to such other date, including, in each case in clauses (i) and (ii), (A) all exhibits, schedules and other attachments, (B) any amendments or modifications thereto and (C) any related credit support instruments or side letters. No event has occurred that gives VDOT or, to the knowledge of VDOT, any counterparty thereto the right to terminate any VDOT Agreement.

(m) Information. The information furnished by VDOT to the TIFIA Lender, when taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished; provided that no representation or warranty is made with regard to projections or other forward-looking statements provided by or on behalf of VDOT.

(n) OFAC; Anti-Corruption Laws.

(i) Neither VDOT nor, to VDOT's knowledge, any other party to a VDOT Agreement is a Sanctioned Person.

(ii) Neither VDOT nor, to VDOT's knowledge, any other party to a VDOT Agreement is in violation of or, since the date that is five (5) years prior to the Effective Date, has violated: (A) any applicable Anti-Money Laundering Laws; (B) any

applicable Sanctions; (C) any applicable Anti-Corruption Laws; or (D) any applicable anti-drug trafficking or anti-terrorism, civil or criminal.

(iii) There are no pending or, to the knowledge of VDOT, threatened claims or investigations by any Governmental Authority against, or any internal investigations conducted by, VDOT or, to VDOT's knowledge, any other party to a VDOT Agreement, in each case with respect to any possible or alleged violations of any Sanctions, Anti-Money Laundering Laws, Anti-Corruption Laws, or any anti-drug trafficking or anti-terrorism laws.

(iv) No use of proceeds of the TIFIA Loan or other transaction contemplated by this Agreement or any VDOT Agreement will violate any applicable Sanctions, Anti-Money Laundering Laws, or Anti-Corruption Laws, or any applicable anti-drug trafficking or anti-terrorism laws

(o) Compliance with Law. VDOT is in compliance in all material respects with, and has conducted (or caused to be conducted) its business and government functions and the business and operations of the Project in compliance in all material respects with, all applicable laws (other than Environmental Laws, which are addressed in Section 4.1(p) below), including those set forth on Exhibit E to the Segment 4C TIFIA Loan Agreement, to the extent applicable. No notices of violation of any applicable law have been issued, entered or received by VDOT or, to the knowledge of VDOT and solely in respect of the Project or any VDOT Agreement, any other party to such VDOT Agreement, other than, in each case, notices of violations that are immaterial.

(p) Environmental Matters. VDOT and, to the knowledge of VDOT, each Principal Project Party is in compliance with all laws applicable to the Project relating to (i) air emissions, (ii) discharges to surface water or ground water, (iii) noise emissions, (iv) solid or liquid waste disposal, (v) the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes, (vi) biological resources (such as threatened and endangered species), and (vii) other environmental, health or safety matters, including all laws applicable to the Project referenced in the notice "Federal Environmental Statutes, Regulations, and Executive Orders Applicable to the Development and Review of Transportation Infrastructure Projects," 79 Fed. Reg. 22756 (April 23, 2014) (or any successor Federal Register notice of similar import), which document is available at <http://www.transportation.gov/policy/transportation-policy/environment/laws> ("**Environmental Laws**"). All Governmental Approvals for the Project relating to Environmental Laws have been, or, when required, will be, obtained and are (or, as applicable, will be) in full force and effect. VDOT has not received any written communication or notice, whether from a Governmental Authority, employee, citizens group, or any other Person, that alleges that VDOT or any other party to a VDOT Agreement is not in full compliance with all Environmental Laws and Governmental Approvals relating thereto in connection with the Project and, to VDOT's knowledge, there are no circumstances that may prevent or interfere with full compliance in the future by VDOT or any other party to a VDOT Agreement with any such Environmental Law or Governmental Approval.

(q) Sufficient Rights and Utilities. VDOT possesses either valid legal and beneficial title to, leasehold title in, or other valid legal rights with respect to the real and personal property relating to the Project, in each case as is necessary and sufficient as of the date this representation is made for the construction, operation, maintenance and repair of the Project. The VDOT Agreements in effect and the Governmental Approvals that have been obtained and are in full force and effect create rights in VDOT sufficient to enable VDOT to own, construct, operate, maintain and repair the Project and to perform its obligations under each of the VDOT Agreements to which it is a party. All utility services, means of transportation, facilities and other materials necessary for the construction and operation of the Project (including, as necessary, gas, electrical, water and sewage services and facilities) are, or will be when needed, available to the Project and arrangements in respect thereof have been made on commercially reasonable terms.

(r) Insurance. VDOT is in compliance with all insurance obligations under, and maintains or causes to be maintained at all times and with reasonable insurers all insurance required by, each of the VDOT Agreements in effect as of any date on which this representation and warranty is made. To VDOT's knowledge, each Principal Project Party that is party to a VDOT Agreement is in compliance with all insurance obligations under, and maintains or causes to be maintained at all times and with reasonable insurers all insurance required by, the applicable VDOT Agreement.

(s) No Liens. Except for Permitted Liens, VDOT has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien on the Project, the Express Lanes Network, the properties or assets in relation to the Project or the Express Lanes Network. Except for Permitted Liens described in clause (a) of the definition thereof, there are no Liens on the toll revenues to be produced from the operation of the Project or the Express Lanes Network.

(t) Intellectual Property. VDOT owns, or has adequate licenses or other valid rights to use, all patents, trademarks, service marks, trade names, copyrights, franchises, formulas, licenses and other rights with respect thereto and has obtained assignment of all licenses and other rights of whatsoever nature, in each case, necessary for the Project, the Express Lanes Network, and the operation of its business. To VDOT's knowledge, there exists no conflict with the rights or title of any third party with respect to the intellectual property described in the preceding sentence. Excluding the use of commercially available "off-the-shelf" software, to VDOT's knowledge, no product, process, method, substance, part or other material produced or employed or presently contemplated to be produced by or employed by the Project or the Express Lanes Network infringes or will infringe any patent, trademark, service mark, trade name, copyright, franchise, formula, license or other intellectual property right of any third party.

(u) Investment Company Act. VDOT is not, and after applying the proceeds of the TIFIA Loan will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and is not "controlled" by a company required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(v) Taxes. VDOT is not required to file tax returns with any Governmental Authority.

(w) ERISA. Neither VDOT nor any ERISA Affiliate maintains or otherwise has any liability in respect of any plan or other arrangement that is subject to ERISA or Section 412 of the Code.

(x) Patriot Act. VDOT is not required to establish an anti-money laundering compliance program pursuant to the Patriot Act.

Section 4.2 Representations and Warranties of the TIFIA Lender. The TIFIA Lender hereby makes the following representations and warranties as of the Effective Date:

(a) The TIFIA Lender has all requisite power and authority to perform all transactions contemplated by this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the TIFIA Lender, and is a legally valid and binding agreement of the TIFIA Lender, enforceable in accordance with its terms.

(c) The officer of the TIFIA Lender executing this Agreement is duly and properly in office and fully authorized to execute the same on behalf of the TIFIA Lender.

ARTICLE V

VDOT PROJECT-RELATED COVENANTS

Section 5.1 VDOT Affirmative Covenants related to Segment 4C TIFIA Loan Agreement. VDOT covenants and agrees as follows until the date the TIFIA Loan and the obligations of the Borrower under the Segment 4C TIFIA Loan Agreement (other than contingent indemnity obligations) are irrevocably paid in full in cash and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) Copies of Documents. VDOT shall provide written notice to the TIFIA Lender of VDOT's intent to enter into any Principal Project Contract or Additional Project Contract to be entered into by VDOT and, if such Additional Project Contract is subject to approval by the TIFIA Lender pursuant to Section 16(e) (*Principal Project Contracts; Additional Project Contracts*) of the Segment 4C TIFIA Loan Agreement, shall provide drafts of any such Additional Project Contracts at least thirty (30) days prior to the proposed effective date thereof, together with any related contracts, side letters or other understandings. If the TIFIA Lender requests a copy of any Additional Project Contract that is not subject to approval by the TIFIA Lender, VDOT shall provide a copy of the final or near final draft of such Additional Project Contract, together with any related contracts, side letters or other understandings, prior to the execution thereof (provided such request is made prior to the execution of such contract). VDOT shall provide a complete and fully executed version of each Principal Project Contract entered into by VDOT (together with any

credit support instruments provided in connection therewith) and, if requested by the TIFIA Lender, VDOT shall provide to the TIFIA Lender an executed version of any Additional Project Contract entered into by VDOT, together with any related contracts, side letters or other understandings, promptly following the full execution thereof.

(b) Prosecution of Work; Verification Requirements.

(i) VDOT shall diligently prosecute the work relating to the Project and complete the Project in accordance with the Construction Schedule, and in accordance with good engineering practices.

(ii) VDOT shall ensure that the Design-Builder and its subcontractors comply with all applicable laws and legal or contractual requirements with respect to any performance security instrument delivered by the Design-Builder to VDOT and shall ensure that any letter of credit provided pursuant to the Design-Builder meets the requirements therefor set forth therein.

(iii) VDOT shall comply with 2 CFR Part 180, including Subpart C, in particular §§ 180.300 and 180.320, and with 2 CFR § 1200.332.

(c) Roadway Operation and Maintenance. VDOT shall perform all Roadway O&M Work (as defined in the MTA) for the Project and the Express Lanes Network (i) in a reasonable and prudent manner, (ii) substantially in accordance with the Maintenance Protocol (as defined in the MTA) (except as necessary to prevent or mitigate immediate threats to human health and safety or to prevent or mitigate physical damage to material portions of the Project), and (iii) in accordance with the requirements of all applicable laws and each applicable VDOT Agreement. VDOT shall at all times do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the Governmental Approvals and any other rights, licenses, franchises, and authorizations material to the conduct of its business.

(d) Compliance with VDOT Agreements. VDOT agrees to take all action necessary to comply with its obligations, covenants and responsibilities set forth in the VDOT Agreements.

(e) Compliance with Law. VDOT shall comply in all material respects with all applicable federal and State laws, including all items set forth in Exhibit E of the Segment 4C TIFIA Loan Agreement, to the extent applicable.

(f) Insurance.

(i) VDOT shall maintain or cause to be maintained insurance for the construction and operation of the Project, with responsible insurers and, in any event, as required by the VDOT Agreements and any other Principal Project Contracts to which VDOT is a party and, to the extent VDOT self-insures, VDOT shall maintain self-insurance retentions with respect to the Project and any operating portion of the Express Lanes Network as is customarily maintained by

VDOT with respect to works and properties of like character against accident to, loss of or damage to, such works or properties, which shall include retentions for liability coverage and pollution and other environmental liability and remediation related coverage. VDOT shall cause each Principal Project Party under a Principal Project Contract to which VDOT is a party to obtain and maintain casualty and liability insurance in accordance with the requirements of the applicable Principal Project Contract.

(ii) Promptly upon request by the TIFIA Lender, VDOT shall deliver to the TIFIA Lender copies of any underlying insurance policies obtained by or on behalf of VDOT in respect of construction of the Project. All such policies shall be available at all reasonable times for inspection by the TIFIA Lender, its agents and representatives.

(g) Notices.

(i) VDOT shall, within five (5) Business Days after VDOT learns of the occurrence, give the TIFIA Lender and the Borrower written notice of any of the following events or receipt of any of the following notices, as applicable, setting forth details of such event and including any relevant and significant documentation:

(A) Litigation: (1) the filing of any litigation, suit or action, or the commencement of any proceeding, against VDOT before any arbitrator, Governmental Authority, alternative dispute resolution body, or other neutral third-party, or the receipt by VDOT in writing of any threat of litigation, suit, action, or proceeding, or of any written claim against VDOT with respect to the Project that, in each case, could reasonably be expected to have a Material Adverse Effect, and any material changes in the status of such litigation, suit, action or claim, and (2) any judgments against VDOT with respect to the Project with individual award amounts in excess of \$5,000,000, either individually or in the aggregate;

(B) Delayed Governmental Approvals: any failure to receive or delay in receiving any Governmental Approval or making any required filing, notice, recordation or other demonstration to or with a Governmental Authority, in each case to the extent such failure or delay will or could reasonably be expected to result in a delay to any major milestone date (including the Projected Substantial Completion Date) set forth in the Construction Schedule, together with a written explanation of the reasons for such failure or delay and VDOT's plans to remedy or mitigate the effects of such failure or delay;

(C) Environmental Notices: any material notice of violation under any Environmental Law related to the Project or any material changes to the NEPA Determination;

(D) Insurance Claims: any insurance claims made by VDOT, the Design-Builder, any Toll System Contractor or any contractor pursuant to any other Principal Project Contract or Additional Project Contract in respect of the Project in excess of \$1,000,000, either individually or in the aggregate, to the extent related to the Project;

(E) Amendments: except as otherwise agreed by the TIFIA Lender in writing, copies of (1) any proposed amendments to any VDOT Agreement or other Principal Project Contract to which VDOT is a party at least thirty (30) days prior to the effective date thereof and (2) fully executed amendments within ten (10) days following execution thereof (excluding, for clarity, Work Orders under the Design-Build Contract or any Toll System Contract issued by VDOT pursuant to the terms thereof);

(F) Defaults under VDOT Agreements, etc.: any event of default on the part of VDOT or any other party under any VDOT Agreement, any other Principal Project Contract to which VDOT is a party or any Additional Project Contract related to the operation and maintenance of the Project to which VDOT is a party;

(G) Force Majeure: the occurrence of any Force Majeure Event (as defined in the Design-Build Contract) with respect to the Project or the Express Lanes Network that, in either case, could reasonably be expected to result in a Material Adverse Effect;

(H) Project Changes: any (1) change to the forecasted Total Project Costs in excess of five percent (5%) of total forecasted Total Project Costs, together (in the case of increased costs) with a written description of the committed funding sources available to VDOT or the Borrower to pay for such increased Total Project Costs; or (2) material change to the Construction Schedule, together with a proposed revised Construction Schedule;

(I) 2 CFR Notices: (1) that any of the information set forth in the certificate provided by VDOT pursuant to Section 2.1(b) was incorrect at the time the certificate was delivered or there has been a change in status of VDOT or any of its principals with respect to the criteria set forth in 2 CFR § 180.335; (2) any other notification required pursuant to 2 CFR § 180.350; and (3) any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Segment 4C TIFIA Loan Agreement as described in 2 CFR § 200.113; and

(J) Other Adverse Events: the occurrence of any other event or condition, including any notice of breach from a contract counterparty, that could reasonably be expected to result in a Material Adverse Effect

(ii) VDOT shall provide the TIFIA Lender with any further information reasonably requested by the TIFIA Lender from time to time concerning the matters described in this Section 5.1(g).

(iii) Remedial Action. Within thirty (30) calendar days after VDOT learns of the occurrence of an event specified in Section 5.1(g)(i) (other than in Section 5.1(g)(i)(E) (Amendments)), VDOT's Authorized Representative shall provide a statement to the TIFIA Lender setting forth the actions VDOT proposes to take with respect thereto.

(h) Maintain Legal Structure. VDOT shall maintain its existence as an agency of the Commonwealth of Virginia.

(i) Payments to the Commission. Notwithstanding any provision contained in the VDOT Agreements to the contrary, VDOT shall pay by wire transfer to the Toll Trustee (using the wire transfer information provided from time to time by the Borrower) for deposit to the Toll Revenue Fund or other appropriate account under the Toll Indenture (i) all liquidated damages and other damages and recoveries with respect to the Project or the Express Lanes Network that VDOT receives from any Principal Project Party or any other Person that are payable to the Commission and (ii) all other amounts with respect to the Project or the Express Lanes Network payable directly by VDOT to the Commission (in each case of clauses (i) and (ii), excluding amounts that the Commission has elected to apply as a credit against amounts that are payable by the Commission to VDOT and do not represent a payment to VDOT that is subject to the restrictions set forth in Section 16(d) of the Segment 4C TIFIA Loan Agreement).

VDOT shall make all such payments without any offset, abatement, withholding or reduction. By its acceptance and agreement to this Agreement, the Commission, for itself and its successors and permitted assigns, irrevocably consents to the making by VDOT of payments as provided in this Section 5.1(i).

(j) Events of Loss; Loss Proceeds. If an Event of Loss shall occur with respect to any segment of the Express Lanes Network or any part thereof, VDOT shall (A) diligently pursue all of its rights to compensation against all relevant insurers, reinsurers and Governmental Authorities, as applicable, in respect of such event and (B) except as otherwise required by the Toll Indenture, pay or apply all Loss Proceeds stemming from such event to repair or replace the affected portion of the Express Lanes Network (or reimburse VDOT for costs it has incurred to repair or replace the Project or the affected portion thereof).

(k) Immunity. VDOT specifically, and the Commonwealth of Virginia generally, neither waive nor abrogate their sovereign immunity, in part or in whole, in any manner, under any theory, hereunder. Notwithstanding the foregoing, VDOT agrees that, to the fullest extent permitted by applicable law, VDOT will not assert any immunity it may have as a governmental entity from lawsuits and other actions and claims presented in accordance with the laws of the Commonwealth of Virginia and any judgments with respect to the enforcement of any of the contractual obligations of VDOT under this Agreement.

(l) Patriot Act. If the anti-money laundering compliance program provisions of the Patriot Act become applicable to VDOT, then VDOT will provide written notice to the TIFIA Lender of the same and will promptly establish an anti-money laundering compliance program that complies with all applicable requirements of the Patriot Act.

(m) Cargo Preference Act. Pursuant to 46 CFR Part 381, VDOT hereby agrees as follows, and shall insert the following clauses in contracts entered into by VDOT pursuant to which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

(i) At least fifty percent (50%) of any equipment, materials or commodities procured, contracted for or otherwise obtained with TIFIA Loan proceeds, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(ii) Within twenty (20) days following the date of loading for shipments originating within the United States of America or within thirty (30) Business Days following the date of loading for shipments originating outside the United States of America, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (i) above shall be furnished to both the TIFIA Lender and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(n) Lobbying. VDOT shall comply with all applicable certification, declaration and/or disclosure requirements under 49 CFR Part 20.

(o) Reporting Subawards and Executive Compensation. To the extent applicable, VDOT shall comply, and shall require each subrecipient to comply, with the reporting requirements set forth in Exhibit P to the Segment 4C TIFIA Loan Agreement.

(p) Buy America.

(i) VDOT agrees that steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. § 313, as implemented by FHWA. VDOT acknowledges that this Agreement is neither a waiver of 23 U.S.C. § 313(a) nor a finding under 23 U.S.C. § 313(b).

(ii) VDOT agrees that construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by the Office of Management and Budget, USDOT, and FHWA. VDOT acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Section 5.2 VDOT Negative Covenants related to Segment 4C TIFIA Loan Agreement. VDOT covenants and agrees as follows until the date the TIFIA Bond and the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in cash and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) No Lien Extinguishment or Adverse Amendments. VDOT shall not, and shall not permit any Person to, without the prior written consent of the TIFIA Lender, either (i) amend, modify, replace, or supplement any VDOT Agreement or any other Principal Project Contract or Additional Project Contract to which VDOT is a party in a manner that could adversely affect the TIFIA Lender (in the TIFIA Lender's determination) in connection with the TIFIA Loan, (ii) waive or permit a waiver of any provision of any VDOT Agreement or any other Principal Project Contract or Additional Project Contract in a manner that could adversely affect the TIFIA Lender (in the TIFIA Lender's determination) in connection with the TIFIA Loan or (iii) terminate, assign, amend or modify, or waive timely performance by any party of material covenants under any VDOT Agreement or any other Principal Project Contract or Additional Project Contract except for termination, assignment, amendment, modification or waiver of timely performance that could not reasonably be expected to have a Material Adverse Effect (in the TIFIA Lender's determination). Except as otherwise agreed by the TIFIA Lender in writing, VDOT will provide to the TIFIA Lender (x) copies of any proposed amendments, modifications, replacements or waivers of, or supplements to any VDOT Agreement or any other Principal Project Contract or Additional Project Contract at least thirty (30) days prior to the effective date thereof, and (y) complete, correct and fully executed copies of any amendment, modification, replacement, waiver or supplement to any VDOT Agreement, within ten (10) days after execution thereof.

(b) No Prohibited Liens. Except for Permitted Liens, VDOT shall not create, incur, assume or permit to exist any Lien on the Project, the Express Lanes Network, the trust estate under either Indenture, the Pledged Revenues (as defined under the Segment 4C TIFIA Loan Agreement) or VDOT's respective rights in any of the foregoing. VDOT shall not collaterally assign any of its rights under or pursuant to any VDOT Agreement or any Principal Project Contract or Additional Project Contract to which it is a party and shall not permit a Lien to encumber VDOT's rights or privileges under any VDOT Agreement or any Principal Project Contract or Additional Project Contract to which VDOT is a party.

(c) Principal Project Contracts; Additional Project Contracts. VDOT shall not, without the prior written consent of the TIFIA Lender, enter into any Principal Project Contract that is not in effect as of the Effective Date (other than an Electronic Toll Collection Agreement that is in the form of Exhibit 14 to the MTA or a Violation Processing Services Agreement that is in the form of Exhibit 15 to the MTA). VDOT shall not, without the prior written consent of the TIFIA Lender, enter into any Additional Project Contract (or series of related contracts) allocable to the Project that commits the Borrower to spend, or is reasonably expected to involve expenditures by the Borrower of, amounts that either: (i) exceed \$2,500,000, inflated annually by CPI, in any Borrower Fiscal Year, or (ii), alone or when aggregated with the other Total Project Costs or Operation and Maintenance Expenses, as applicable, in the same line item of the applicable budget set forth in the Financial Plan most recently submitted to the TIFIA Lender, would cause aggregate Total Project Costs or Operation and Maintenance Expenses, as applicable,

for such line item in any Borrower Fiscal Year to exceed the amounts for such line item for any Borrower Fiscal Year reflected in the budget in the Financial Plan mostly recently submitted to the TIFIA Lender.

(d) No Prohibited Sale, Lease or Assignment. VDOT shall not sell, lease, or assign its rights in and to the Project, a substantial portion of the assets included in the Project or the Express Lanes Network, or its rights and obligations under any VDOT Agreement, in each case unless such sale, lease or assignment (or group of sales or disposals) (i) could not reasonably be expected to result in a Material Adverse Effect, (ii) could not reasonably be expected to result in a reduction to the Toll Revenues (as defined in the HRBT Toll TIFIA Loan Agreement) in any material respect, (iii) could not reasonably be expected to increase Tolling O&M Costs (as defined in the MTA) in any material respect, and (iv) is made by VDOT in the ordinary course of business.

(e) Transactions with other Governmental Authorities. Except for the transactions expressly contemplated in the VDOT Agreements, VDOT shall not engage in any other transactions in connection with the Project with any other Governmental Authority (including any other Governmental Authority of or in the State), the terms and provisions of which are materially adverse to VDOT, the Borrower or the Project or that could reasonably be expected to result in a Material Adverse Effect.

(f) OFAC Compliance. VDOT:

(i) shall not violate (A) any applicable Anti-Money Laundering Laws, (B) any applicable Sanctions, (C) Anti-Corruption Laws or (D) any applicable anti-drug trafficking or anti-terrorism laws, civil or criminal;

(ii) shall not use the proceeds of the TIFIA Loan for purposes other than those permitted by applicable law and as otherwise permitted under the Segment 4C TIFIA Loan Agreement and the VDOT Agreements;

(iii) shall ensure that each of its directors, officers, employees, and agents, shall not, directly or indirectly, use the proceeds of the TIFIA Loan or lend to, make any payment to, contribute or otherwise make available any funds to any Affiliate, joint venture partner or other Person (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws, (B) in any manner that would result in the violation of any applicable Anti-Money Laundering Laws, (C) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (D) in any other manner that would result in the violation of any Sanctions by any Person (including the Executive Director, the TIFIA Lender or any Principal Project Party); and

(iv) shall not make a payment, directly or indirectly, to any Principal Project Party that, to VDOT's knowledge, has violated any of the laws referenced in clause (i) above or that is a Sanctioned Person.

Section 5.3 Reports and Records; Required Audit; Financial Plan.

(a) Reports and Records. VDOT shall maintain and retain all files relating to the Project and the Express Lanes Network until three (3) years after the later of the date on which (i) all rights and duties hereunder and under the Segment 4C TIFIA Loan Agreement (including payments) have been fulfilled and any required audits have been performed and (ii) any litigation relating to the Project, the Express Lanes Network or the VDOT Agreements is finally resolved or, if the TIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the TIFIA Lender and VDOT. VDOT shall provide to the TIFIA Lender in a timely manner all records and documentation relating to the Project, the Express Lanes Network or the VDOT Agreements that the TIFIA Lender may reasonably request from time to time.

(b) Required Audit. VDOT shall have a single or program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F and 31 U.S.C. § 7502 in 2019 and annually thereafter, except to the extent biennial audits are permitted for VDOT pursuant to 2 CFR § 200.504 and 31 U.S.C. § 7502(b). Upon reasonable notice, VDOT shall cooperate fully in the conduct of any periodic or compliance audits conducted by the TIFIA Lender, the USDOT, or designees thereof, pursuant to 49 CFR § 80.19, 31 U.S.C. § 7503(b), or 31 U.S.C. § 6503(h) and shall provide full access to any books, documents, papers or other records that are pertinent to the Project, the Express Lanes Network or the VDOT Agreements, to the Secretary, or the designee thereof, for any such project or programmatic audit.

(c) Financial Plan. VDOT agrees to furnish the required information under Section 21(a) of the Segment 4C TIFIA Loan Agreement with respect to the Financial Plan and the statements and reports related thereto to enable the Borrower to fully comply with the Financial Plan requirements.

ARTICLE VI

VDOT AGREEMENT MODIFICATIONS AND CLARIFICATIONS

Section 6.1 [Reserved].

Section 6.2 Undertakings and Clarifications Relating to the Use of Insurance Proceeds Received in Respect of the Design-Build Contract. Except as otherwise required by the Toll Indenture, VDOT shall cause all insurance proceeds received from insurance policies required to be maintained under the Design-Build Contract relating to physical damage to the Project to be applied to repair the damaged portion of the Project.

Section 6.3 Agreements and Undertakings Relating to the Master Tolling Agreement. VDOT acknowledges and agrees that the license to use the Tolling Infrastructure and System and access the roadway to perform Tolling O&M Duties granted by VDOT to the Commission pursuant to Section 3.08(b) of the Master Tolling Agreement is irrevocable during the term of the Master Tolling Agreement.

Section 6.4 Agreements Relating to Toll System Contracts. VDOT hereby acknowledges and agrees that the Borrower shall be entitled to one hundred percent (100%) of any liquidated damages payable by the Toll System Contractor pursuant to or in connection with any Toll System Contract to which VDOT is a party and pursuant to which the Borrower has an obligation to pay the costs and expenses payable to the Toll System Contractor thereunder.

Section 6.5 Agreements Relating to Liquidated Damages. VDOT and the Commission acknowledge and agree that, if and to the extent VDOT collects or otherwise assesses liquidated damages from the Design-Builder pursuant to the Design-Build Contract, such liquidated damages shall be collected from (or assessed against) the Design-Builder by way of offset from amounts otherwise payable by VDOT to the Design-Builder under the Design-Build Contract. HRTAC shall be entitled to 100% of the benefit of such offset, by way of reducing the funds due from HRTAC under the Segment 4C SPAs.

ARTICLE VII

TIFIA LENDER RIGHTS AND PROTECTIONS

Section 7.1 Project Monitoring. The TIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) the development, including environmental compliance, design, right-of-way acquisition, and construction of the Project. The FHWA Division Office has oversight responsibility for the Project, including ensuring compliance in all material respects with all applicable provisions of federal law. VDOT agrees to cooperate in good faith with the TIFIA Lender and the FHWA Division Office in the conduct of such monitoring by providing the TIFIA Lender and the FHWA Division Office with such reports, documentation or other information as shall be requested by the TIFIA Lender and the FHWA Division Office, or its agents, including any independent engineer reports, documentation or information.

Section 7.2 Specific Performance. The TIFIA Lender may seek specific performance of this Agreement, whether or not the Borrower shall have complied with any of the provisions hereof or of any VDOT Agreement applicable to it, at any time when VDOT shall have failed to comply with any of the provisions of this Agreement applicable to it. Notice of such demand for specific performance shall be made concurrently to each Party.

Section 7.3 Remedies Not Exclusive. No remedy conferred herein or reserved to the TIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.4 Delay or Omission Not Waiver. No waiver by the TIFIA Lender of any breach by VDOT of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or omission of the TIFIA Lender to exercise any right or remedy provided hereunder upon a default of VDOT (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right

and remedy given by this Agreement or by law to the TIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the TIFIA Lender.

Section 7.5 No Third Party Rights. The Parties hereby agree that this Agreement creates no third party rights against the United States Government or the TIFIA Lender solely by virtue of this Agreement.

ARTICLE VIII

DAMAGES

Section 8.1 Waiver of Consequential Damages. To the extent permitted by applicable law, neither VDOT nor the TIFIA Lender shall assert, and both VDOT and the TIFIA Lender hereby waives, any claim on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, the other transactions contemplated hereby, the Segment 4C TIFIA Loan Agreement, or the use of the proceeds of any draws thereunder.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices. Notices hereunder shall be (a) in writing, (b) effective as provided below and (c) given by (i) nationally recognized courier service, (ii) hand delivery, or (iii) email, in each case to:

If to TIFIA Lender: Build America Bureau
United States Department of Transportation
Room W12-464
1200 New Jersey Avenue, SE
Washington, D.C. 20590
Attention: Director, Office of
Credit Programs
Email: BureauOversight@dot.gov

with copies to: Federal Highway Administration
Virginia Division Office
400 North 8th St., Suite 750
Richmond, Virginia 23219-4825
Attn: Division Administrator
Telephone: 804-775-3320
Facsimile: 804-775-3356

If to VDOT: Virginia Department of Transportation
1401 E. Broad Street
Richmond, VA 23219
Attention: Chief Financial Officer
Facsimile: (804) 786-2940

With copies to:
Office of the Attorney General
202 North 9th Street
Richmond, VA 23219
Attention: Chief, Transportation Section
Facsimile: (804) 786-9136

If to Borrower: Hampton Roads Transportation
Accountability Commission
The Regional Building
723 Woodlake Drive
Chesapeake, Virginia 23320
Attention: Executive Director
Email: kpage@hrtac.org

Unless otherwise instructed by the TIFIA Lender's Authorized Representative, all notices to the TIFIA Lender should be made by email to the email address noted above for the TIFIA Lender. Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by a Borrower's Authorized Representative, with respect to notices to the Borrower, by VDOT's Authorized Representative, with respect to notices to VDOT, or by the TIFIA Lender's Authorized Representative, with respect to notices to the TIFIA Lender or the Servicer. Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 9.1 (or in accordance with the latest unrevoked written direction from the receiving party) and (y) if given by email, when such email is delivered to the address specified in this Section 9.1 (or in accordance with the latest unrevoked written direction from the receiving party); provided, that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

Section 9.2 No Personal Recourse. No official, employee or agent of the TIFIA Lender, the Borrower or VDOT or any person executing this Agreement shall be personally liable under this Agreement by reason of the issuance, delivery, execution or performance hereof.

Section 9.3 Authorized Representatives.

(a) VDOT's Authorized Representative. VDOT shall at all times have appointed an authorized representative by designating such person or persons from time to time to act on VDOT's behalf pursuant to a written certificate furnished to the TIFIA Lender and the Servicer (as defined in the Segment 4C TIFIA Loan Agreement), if any, containing the specimen

signature or signatures of such person or persons and signed by VDOT (each such person, “VDOT’s Authorized Representative”).

(b) TIFIA Lender’s Authorized Representative. The TIFIA Lender shall at all times have appointed the TIFIA Lender’s Authorized Representative by designating such Person or Persons from time to time to act on the TIFIA Lender’s behalf pursuant to a written certificate furnished to the Borrower and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the TIFIA Lender.

Section 9.4 Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the written consent of the Parties.

Section 9.5 Governing Law. This Agreement shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

Section 9.6 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 9.7 Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and the successors and assigns of the TIFIA Lender. None of VDOT or the Borrower may sell, assign, transfer or delegate any of its rights or obligations under this Direct Agreement without the prior written consent of the TIFIA Lender.

Section 9.8 Counterparts; Electronic Signatures. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Each Party agrees that the transaction consisting of this Agreement may be conducted by electronic means. Each Party agrees, and acknowledges that it is such Party’s intent, that if such Party signs this Agreement using an electronic signature, it is signing, adopting, and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper. Each Party acknowledges that it is being provided with an electronic or paper copy of this Agreement in a usable format.

Section 9.9 Effectiveness. This Agreement shall be effective as of the Effective Date and shall remain in effect until all amounts borrowed under the TIFIA Loan has been irrevocably paid in full, together with any interest accrued thereon, and all other amounts and other obligations under the Segment 4C TIFIA Loan Agreement has been satisfied in full.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**HAMPTON ROADS TRANSPORTATION
ACCOUNTABILITY COMMISSION**

By: _____
Name:
Title:

[Signature Page to Segment 4C Direct Agreement]

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

By: _____

Name: Stephen C. Brich, P.E.

Title: Commissioner of Highways

[Signature Page to Segment 4C Direct Agreement]

**UNITED STATES DEPARTMENT OF
TRANSPORTATION, acting by and through the
Executive Director of the Build America Bureau**

By: _____

Name: Morteza Farajian

Title: Executive Director

[Signature Page to Segment 4C Direct Agreement]

EXHIBIT A

OPINIONS REQUIRED OF COUNSEL TO VDOT

An opinion of the counsel of VDOT, dated as of the Effective Date, to the effect that: (a) VDOT is duly formed, validly existing, and in good standing under the laws of the Commonwealth of Virginia; (b) VDOT has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the Agreement and each of the VDOT Agreements; (c) the execution and delivery by VDOT of, and the performance of its respective obligations under, the Agreement and each of the VDOT Agreements, have been duly authorized by all necessary organizational or regulatory action; (d) VDOT has duly executed and delivered Agreement and each of the VDOT Agreements and each such document constitutes the legal, valid and binding obligation of VDOT; enforceable against VDOT in accordance with their respective terms; (e) no authorization, consent, or other approval of, or registration, declaration or other filing with any governmental authority of the United States of America or of the State is required on the part of VDOT for the execution and delivery by VDOT of, and the performance of VDOT under, the Agreement and each of the VDOT Agreements other than authorizations, consents, approvals, registrations, declarations and filings that have already been timely obtained or made by VDOT; (f) the execution and delivery by VDOT of, and compliance with the provisions of, the Agreement and each of the VDOT Agreements in each case do not (i) violate the Organizational Documents of VDOT, (ii) violate the law of the State, (iii) violate the laws of the United States of America that are customarily applicable to transactions of the type contemplated, except that no opinion shall be required with respect to Federal securities, banking, insurance, or tax laws, or (iv) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which VDOT is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which VDOT is subject; and (g) to counsel's knowledge after due inquiry, there are no pending actions, suits, proceedings or investigations against VDOT or any other party by or before any court, arbitrator or any other governmental authority in connection with the Agreement, the VDOT Agreements, or the Project.

EXHIBIT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS—
PRIMARY COVERED TRANSACTIONS**

The undersigned, on behalf of the VIRGINIA DEPARTMENT OF TRANSPORTATION, hereby certifies that the VIRGINIA DEPARTMENT OF TRANSPORTATION has fully complied with its verification obligations under 2 CFR § 180.320 and hereby further confirms, in accordance with 2 CFR § 180.335, that the VIRGINIA DEPARTMENT OF TRANSPORTATION and its principals (as defined in 2 CFR § 180.995):

(a) Are not presently excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935);

(b) Have not within a three (3) year period preceding the Effective Date been convicted of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 CFR §180.800(a); and

(d) Have not within a three (3) year period preceding the Effective Date had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Capitalized terms used in the certificate and not defined shall have the respective meanings ascribed to such terms in that certain Direct Agreement, dated as of [October 31], 2023 between the TIFIA Lender, the Virginia Department of Transportation, and the Borrower, as the same may be amended from time to time.

Dated: _____

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

EXHIBIT C

**CERTIFICATION REGARDING THE PROHIBITION ON THE USE OF
APPROPRIATED FUNDS FOR LOBBYING**

The undersigned, on behalf of the VIRGINIA DEPARTMENT OF TRANSPORTATION, hereby certifies, to the best of his or her knowledge and belief, that the VIRGINIA DEPARTMENT OF TRANSPORTATION:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of VDOT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of the TIFIA Loan.

(b) If any funds other than proceeds of the TIFIA Loan have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the TIFIA Loan, VDOT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) VDOT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the TIFIA Lender entered into this Agreement. Submission of this certification is a prerequisite to the effectiveness of this Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dated: _____

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

EXHIBIT D

FORM OF VDOT'S OFFICER'S CERTIFICATE

Reference is made to that certain Direct Agreement, dated as of [October 31], 2023 (the "Direct Agreement"), by and among the Virginia Department of Transportation ("VDOT"), Hampton Roads Transportation Accountability Commission (the "Borrower"), and the United States Department of Transportation, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau (the "TIFIA Lender"). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the Direct Agreement.

Pursuant to Section 2.1(c) (*Conditions Precedent*) of the Direct Agreement, the undersigned, [____], as VDOT's Authorized Representative, does hereby certify on behalf of VDOT and not in his/her personal capacity, as of the date hereof:

- (a) attached hereto as **Exhibit A** is an incumbency certificate that lists all persons, together with their positions and specimen signatures, who are duly authorized by VDOT to execute the Direct Agreement, and who have been appointed VDOT's Authorized Representative in accordance with Section 9.3(a) (*VDOT's Authorized Representative*) of the Direct Agreement;
- (b) VDOT hereby certifies that it has complied with (A) the disclosure requirements set forth in 2 CFR § 180.355, (B) the verification requirements set forth in 2 CFR §§ 180.300 and 180.320, and (C) its obligations under 2 CFR § 180.330 with respect to the Project Construction Contracts;
- (c) VDOT hereby certifies that:
 - a. all Governmental Approvals necessary to commence construction of the Project have been obtained and all such Governmental Approvals are in full force and effect, and there is no basis for, nor proceeding that is pending or threatened that could reasonably be expected to result in, the revocation of any such Governmental Approval;
 - b. with respect to the Project, VDOT has complied with NEPA;
 - c. VDOT has complied with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*);
 - d. VDOT and each applicable Principal Project Party, as and if applicable, have obtained insurance with respect to the Project, which meets the requirements of Section 15(e) (Compliance with Principal Project Contracts) of the Segment 4C TIFIA Loan Agreement; and
 - e. Each performance security instrument delivered to or by VDOT pursuant to any Principal Project Contract as of the Effective Date is (A) in compliance with the

requirements for such performance security pursuant to the applicable Principal Project Contract, and (B) in full force and effect.

- (d) pursuant to Section 2.1(e) (*Conditions Precedent*) of the Direct Agreement, attached hereto as **Exhibit B** is evidence that VDOT is duly created and validly existing under the laws of the Commonwealth;
- (e) pursuant to Section 2.1(e) (*Conditions Precedent*) of the Direct Agreement, attached hereto as **Exhibit C** is a certified copy of the resolutions authorizing the execution of the Direct Agreement;
- (f) pursuant to Section 2.1(f) (*Conditions Precedent*) of the Direct Agreement attached hereto as **Exhibit D** are copies of certificates of insurance evidencing the property damage and liability insurance policies maintained by VDOT and by each of the Principal Project Parties as of the date of the Direct Agreement; and
- (g) pursuant to Section 2.1(g) (*Conditions Precedent*) of the Direct Agreement, VDOT hereby certifies that the representations and warranties of VDOT set forth in the Direct Agreement and in each other VDOT Agreement in effect as of the Effective Date are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first mentioned above.

VIRGINIA DEPARTMENT OF
TRANSPORTATION

By: _____

Name:

Title: Authorized Representative

EXHIBIT A TO EXHIBIT D

INCUMBENCY CERTIFICATE

The undersigned certifies that she is the [] of the Virginia Department of Transportation, an agency of the Commonwealth of Virginia (“VDOT”), and as such s/he is authorized to execute this certificate and further certifies that the following person has been elected or appointed, is qualified, and is now acting as an officer or authorized person of the Borrower in the capacity indicated below, and that the signature set forth opposite his name is a true and genuine signature. [Sh][H]e further certifies that any of the officer or authorized person listed below is authorized to sign the Direct Agreement as VDOT’s Authorized Representative (as defined in that certain Direct Agreement, dated as of the date hereof, among VDOT, the Borrower and the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau):

Name	Title	Signature
[]	[]	_____
[]	[]	_____
[]	[]	_____

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this _____ day of _____, 2023.

VIRGINIA DEPARTMENT OF
TRANSPORTATION

By: _____
Name:
Title:

October 2023 CTB Meeting

F88

0033-082-852, C501

Rockingham County

The purpose of this project is to widen the existing Route 33 and adjust the roadway geometry to improve safety across mountainous terrain. Currently, Route 33 is a two-lane roadway with 0' to 2' shoulders and has a current Average Daily Traffic of 2,054 vehicles per day. The existing roadway has a winding alignment typically found in mountainous terrain. The proposed project will provide two 12' lanes and 4' paved shoulders. The project will add a truck-climbing lane of approximately 1000' on a straight section of the roadway. Selected curves will be adjusted to provide additional width for over-tracking and flattened to provide easier navigation.

Fixed Completion Date: June 19, 2025

J98

0286-029-365, B619, B620, C501, D616, P101, R201

Fairfax County

The purpose of this project is to provide congestion relief and improve safety by constructing an interchange at the intersection of Fairfax County Parkway, Popes Head Road and future Shirley Gate Road Extension. The interchange also provides access to the future development of Patriot Park. Other Proposed design features include:

- Improvements to intersections at Ladues End Lane and Nomes Court;
- Two new bridges along Popes Head Rd and Shirley Gate Road;
- Shared use paths along Fairfax County Parkway and Shirley Gate Road;
- A pedestrian facility along Popes Head Road; and
- Storm water management.

This project is funded through Smart Scale, NVTAs and local funds.

Fixed Completion Date: November 23, 2026

K01**0081-007-019, C501, B633, D604****Augusta County**

The primary purpose of this project is to provide an auxiliary southbound travel lane on Interstate 81 in Augusta County. The lane will be constructed between the Interstate 81 southbound on-ramp from westbound Interstate 64 at exit 221 and the Interstate 81 southbound off-ramp to Route 262 (Woodrow Wilson Parkway) at exit 220. This will connect the two ramps to create an additional lane and provide additional space for traffic merging from Interstate 64 to Interstate 81. The existing Route 635 bridge piers do not allow adequate room for the additional lane and shoulder or for any future widening of Interstate 81. The new bridge will be built in the same location to reduce project cost and duration. Part of Route 635 will be closed for about 18 months during construction. Route 635 traffic will follow a roughly 13-mile detour.

Fixed Completion Date: October 3, 2025

K02**0658-093-R13, C501, B632****Warren County**

The purpose of this project is to create a grade separation at Route 658 (Rockland Road) and the Norfolk Southern Railroad tracks near the Virginia Inland Port, in Front Royal. The grade separation will consist of a bridge 220 feet long and 42 feet wide with two (2) 12' travel lanes and two (2) 8' paved shoulders. This bridge will be tall enough for double-stacked freight containers to pass underneath and long enough to accommodate a future third track. Improvements are also planned for the roadway approaches on Route 658, as well as Route 705 (Fishnet Boulevard) and nearby entrances.

In the existing condition, trains passing through stop vehicles here multiple times per day for indefinite periods of time. By providing a grade separated crossing over the railroad tracks, the project will eliminate the wait time for these vehicles, thereby improving the reliability of this route for Warren County Residents and Rockland Park users.

Fixed Completion Date: June 1, 2026

K07
0258-300-204, B602, C501

ISLE OF WIGHT COUNTY

The primary purpose for this project is to address the structurally deficient bridge on Route 258 (South Church Street) over Cypress Creek, extend the service life and avoid posting reduced load limits. The existing bridge was built in 1973. The structure exhibits moderate to severe deterioration throughout, and the condition of the superstructure is rated a “4” or “Poor.” At spans a, b and c, on the west end of the bridge, the pre-stressed concrete I-beams have become partially buried by sediment and exposed to the corrosive marine environment. As a result, they have deteriorated faster than the rest of the structure. South Church Street is an Urban Minor Arterial carrying an Average Daily Traffic count of approximately 12,000 vehicles per day. There is only one available alternate route.

This project will replace the superstructure (beams, bearings, deck, sidewalk and barriers) on spans a, b and c, and rehabilitate all other existing superstructure and substructure elements of the bridge. One additional beam in Span 18 will also be replaced. In addition, there is a water line attached to the bridge that will be temporarily relocated in spans a-c and then returned to its existing configuration.

Traffic will be maintained in both directions on the bridge during the construction by using temporary traffic light signals to control alternating traffic in a single lane because it is not feasible to have multiple lanes open. The designer coordinated maintenance of traffic with the Residency and Locality. There were three options: alternating bi-directional traffic single lane traffic; single lane open to one direction of traffic; or full closure. The preference was to maintain bi-directional traffic.

Permanent and Temporary easements are required on five parcels to accommodate construction and utility relocations. Multiple private utilities attached to the bridge need to be relocated in advance of construction. They will be bored under the creek in a shared VDOT utility easement that will be acquired as part of the project. The private utilities are responsible for their respective relocation design and construction.

This project is eligible for federal funding and funded by SGR and Maintenance.

Fixed Completion Date: August 4, 2025

Letting Date: 9/27/2023

AWARD

PRIMARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
F88	109378	FROM: 0.5 MI W SWITZER LAKE RD	A.L.L. CONSTRUCTION, INC.	2	\$12,944,921.00	\$11,250,657.76	Exceeds
	0033-082-852, C501	TO: LAUREL WOOD LANE	MOUNT STORM				
	STP-082-8(074)	ROCKINGHAM	WV				
	Construction/Maintenance Funds	STAUNTON DISTRICT					
		SMART SCALE - ROAD IMPROVEMENTS					

1 Recommended for AWARD \$12,944,921.00

Letting Date: 9/27/2023

AWARD

A,S

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
J98	111725	FROM: From: 0.83 Mi. South of Rte. 654 Popes Head Road	BRANCH CIVIL, INC.	10	\$48,985,000.00	\$57,831,551.30	Within
	0286-029-365,C501	TO: 0.95 Mi. North of Rte. 654 Popes Head Road	ROANOKE				
	NHPP-5B01(449)	FAIRFAX	VA				
	Construction Funds	NORTHERN VIRGINIA DISTRICT					
		SMART SCALE - FAIRFAX COUNTY PARKWAY INTERCHANGE					

1 Recommended for AWARD \$48,985,000.00

Bid Amount: Greater Than 5 Million

CTB BALLOT

Report created on : 10/2/23

Letting Date: 9/27/2023

AWARD

RURAL

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
K01	116279	FROM: I-81 S/B, EXIT 220	FAIRFIELD-ECHOLS, LLC	6	\$7,729,414.91	\$9,574,696.52	Within
	0081-007-019, C501, B633, D604	TO: I-81 S/B, EXIT 221	FISHERSVILLE				
	NHPP-081-2(341)	AUGUSTA	VA				
	Construction Funds	STAUNTON DISTRICT					
		ADD AUXILIARY LANE ON I-81; BRIDGE REPLACEMENT OVER I-81					

1 Recommended for AWARD \$7,729,414.91

Letting Date: 9/27/2023

AWARD

SECONDARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
K02	112945	FROM: 0.272 MILES WEST RTE 705	SHIRLEY CONTRACTING COMPANY, LLC	8	\$11,783,874.25	\$15,824,190.24	Within
	0658-093-R13, C501	TO: 0.054 MILES EAST RTE 705	LORTON				
	STP-093-8(055)	WARREN	VA				
	Construction Funds	STAUNTON DISTRICT					
		BRIDGE OVERPASS AND ROAD CONSTRUCTION					

1 Recommended for AWARD \$11,783,874.25

Bid Amount: Greater Than 5 Million

CTB BALLOT

Report created on : 9/29/23

Letting Date: 9/27/2023

AWARD

URBAN

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
K07	108532, 111338	FROM: 0.29 MI EAST OF JERICHO ROAD	CROFTON CONSTRUCTION SERVICES, INCORPORATED	5	\$8,642,088.04	\$6,482,736.67	Exceeds
	0258-300-204, B602, C501	TO: 0.71 MI EAST OF JERICHO ROAD	PORTSMOUTH				
	STP-5A04(086)	ISLE OF WIGHT	VA				
	Maintenance Funds	HAMPTON ROADS DISTRICT					
		SGR - BRIDGE REPAIR OVER CYPRESS CREEK					

1 Recommended for AWARD \$8,642,088.04



BIDS FOR OCTOBER CTB ACTION MEETING

| Ben Coaker, P.E.

October 18, 2023

Order No. F88 – Staunton – UPC 109378

SCOPE:	SMART SCALE – ROAD IMPROVEMENTS
LOCATION:	ROCKINGHAM COUNTY (ROUTE 33)
BIDS:	2
LOW BID:	\$12,944,921 (exceeds range)
CONTRACTOR:	A.L.L. CONSTRUCTION, INC. (MOUNT STORM, WV)

Order No. J98 – Northern Virginia – UPC 111725

SCOPE:	SMART SCALE – FAIRFAX COUNTY PARKWAY INTERCHANGE
LOCATION:	FAIRFAX COUNTY (Route 286)
BIDS:	10
LOW BID:	\$48,985,000 (within range)
CONTRACTOR:	BRANCH CIVIL, INC. (ROANOKE, VA)

Order No. K01 – Staunton – UPC 116279

SCOPE:	ADD AUX. LANE ON I-81; REPLACE BRIDGE OVER I-81
LOCATION:	AUGUSTA COUNTY
BIDS:	6
LOW BID:	\$7,729,415 (within range)
CONTRACTOR:	FAIRFIELD-ECHOLS, LLC (FISHERSVILLE, VA)

Order No. K02 – Staunton – UPC 112945

SCOPE:	BRIDGE OVERPASS AND ROAD CONSTRUCTION
LOCATION:	WARREN COUNTY
BIDS:	8
LOW BID:	\$11,783,874 (within range)
CONTRACTOR:	SHIRLEY CONTRACTING COMPANY, LLC (LORTON, VA)

Order No. K07 – Hampton Roads – UPC 111338 & 108532

SCOPE:	SGR – BRIDGE REPAIR OVER CYPRESS CREEK
LOCATION:	ISLE OF WIGHT COUNTY
BIDS:	5
LOW BID:	\$8,642,088 (exceeds range)
CONTRACTOR:	CROFTON CONSTRUCTION SERVICES, INCORPORATED (PORTSMOUTH, VA)



Virginia Department of Transportation