



# 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

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

#### **WORKSHOP MEETING**

VDOT Central Auditorium

1221 East Broad Street

Richmond, Virginia 23219

January 17, 2023

10:00 a.m.

The Workshop meeting of the Commonwealth Transportation Board was held in the Central Office Auditorium of the Virginia Department of Transportation in Richmond, Virginia, on January 17, 2023. The Chairman, Sheppard Miller, presided and called the meeting to order at 10:11 a.m.

Present: Messrs. Brown, Byers, Coleman, Dodson, Fowlkes, Kasprovicz, Lawson, Laird, Merrill, Smoot, Stant, Yates; Ms. Hynes, Ms. Sellers Mr. Brich, ex officio, Commissioner of Highways and Ms. DeBruhl, ex officio, Director of the Department of Rail and Public Transportation.

Absent: None

- Agenda Item 1.** Special Structures East River Mountain Tunnel Agreement  
*Kevin Gregg, Virginia Department of Transportation*  
*Referenced by attachment of presentation.*
- Agenda Item 2.** I-264/Independence Boulevard Interchange Access Report  
*Chris Hall, Virginia Department of Transportation*  
*Referenced by attachment of presentation*
- Agenda Item 3.** Mount Vernon Trail North Enhancements  
*John Lynch, Virginia Department of Transportation*  
*Referenced by attachment of presentation*
- Agenda Item 4.** Rail Industrial Access, Ashton Creek Industrial Park, LLC  
Located within the Richmond District.  
*Mike Todd, Virginia Department of Rail and Public Transportation*  
*Referenced by attachment of presentation*
- Agenda Item 5.** I-77/I-81 Overlap Location Decision Review  
*Chris Swanson, Virginia Department of Transportation*  
*Referenced by attachment of presentation*

**Agenda Item 6.** Preliminary FY 2024 – 2029 Commonwealth Transportation Fund  
Six-Year Financial Plan

*Laura Farmer, Virginia Department of Transportation  
Referenced by attachment of presentation*

*The Chair suspended the workshop session at 12:00 p.m. on January 17, 2023 for the purpose of providing the Board a break.*

*The Chair reconvened the suspended session at 12:45 p.m. on January 17, 2023.*

**Agenda Item 7.** SMART SCALE Round 5 Scores

*Brooke Jackson, Office of Intermodal Planning and Investment  
Referenced by attachment of presentation*

**Agenda Item 8.** Director's Items

*Jennifer DeBruhl, Virginia Department of Rail and Public Transportation*

**Agenda Item 9.** Commissioner's Items

*Stephen Brich, Virginia Department of Transportation*

**Agenda Item 10.** Secretary's Items

*Shep Miller, Secretary of Transportation*

**ADJOURNMENT:**

The meeting adjourned at 1:57 p.m. on January 17, 2023.

Respectfully Submitted:

Carol Mathis,  
Assistant Secretary to the Board

## #



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## **COMMONWEALTH TRANSPORTATION BOARD WORKSHOP AGENDA**

VDOT Central Office Auditorium  
1221 East Broad Street  
Richmond, Virginia 23219  
January 17, 2023  
10:00 a.m.

1. Special Structures East River Mountain Tunnel Agreement  
*Kevin Gregg, Virginia Department of Transportation*
2. I-264/Independence Boulevard Interchange Access Report  
*Chris Hall, Virginia Department of Transportation*
3. Mount Vernon Trail North Enhancements  
*John Lynch, Virginia Department of Transportation*
4. Rail Industrial Access, Ashton Creek Industrial Park, LLC  
Located within the Richmond District.  
*Mike Todd, Virginia Department of Rail and Public Transportation*
5. I-77/I-81 Overlap Location Decision Review  
*Chris Swanson, Virginia Department of Transportation*
6. Preliminary FY 2024 – 2029 Commonwealth Transportation Fund Six-Year Financial Plan  
*Laura Farmer, Virginia Department of Transportation*
7. SMART SCALE Round 5 Scores  
*Brooke Jackson, Office of Intermodal Planning and Investment*
8. Director's Items  
*Jennifer DeBruhl, Virginia Department of Rail and Public Transportation*
9. Commissioner's Items  
*Stephen Brich, Virginia Department of Transportation*
10. Secretary's Items  
*Shep Miller, Secretary of Transportation*

###

# **SPECIAL STRUCTURES EAST RIVER MOUNTAIN TUNNEL AGREEMENT**

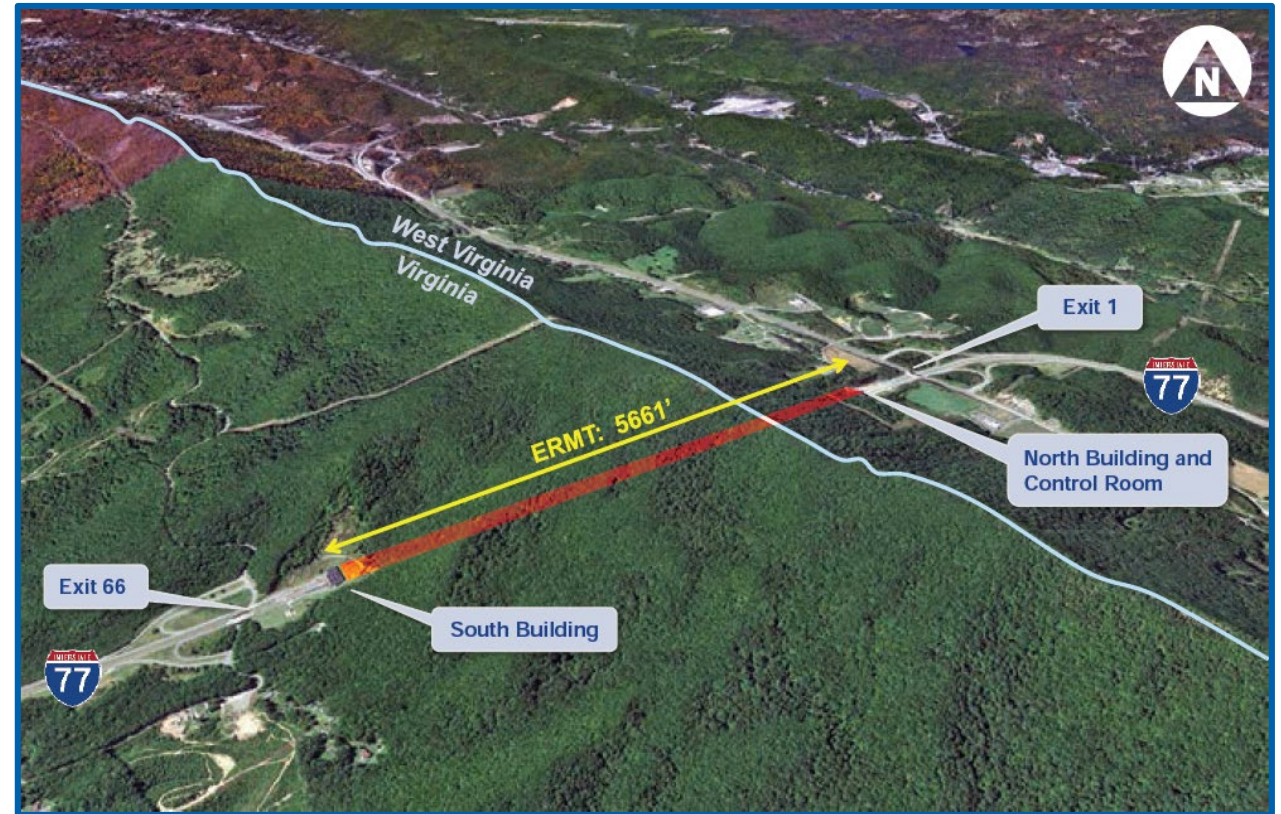
 Kevin Gregg, Chief of Maintenance and Operations

January 17, 2023



# East River Mountain Tunnel - Background

- **Built in 1974**
  - Connects Interstate 77 in Virginia and West Virginia
  - Existing Two-State Agreement (1964)
    - Shared responsibility for maintenance costs based on length of tunnel in each state
    - Parties must agree on major repair projects prior to undertaking
- **Special Structure**



# East River Mountain Tunnel – Major Repairs

- **Statewide Special Structures Long-Term Plan (50 years)**
  - **Fire & Life Safety Improvements**
    - Supervisory Control and Data Acquisition (SCADA) System
    - Standpipes and Fixed Fire Suppression
    - Ventilation Improvements
  - **Major Life Cycle Replacement and Repairs**
    - Complete Lighting Replacement
    - Switchgear and Power Distribution Replacement
    - Major Fan Rehabilitation/Repair/Replacement

EAST RIVER MOUNTAIN TUNNEL SPECIAL STRUCTURE 50-YEAR PLAN INITIAL PROJECTS	ESTIMATED COST (IN MILLIONS)
Standpipe and Fixed Fire Suppression	25.44
Switchgear and Power Distribution Replacement	22.12
Major Fan Rehabilitation/Repair/Replacement	11.59
Emergency Ventilation Improvements Phase 1-Saccardo Nozzle Project Addition	11.36
Traffic Control System	5.00
Structural Repairs (Buildings, Concrete and Steel Components)	4.97
Supervisory Control and Data Acquisition System Control	3.82
Movable Exhaust Canopies	1.15
NE Quadrant Lighting Repair	3.63
Building Information Model	0.32
Fan Monorail Beams	0.32

# East River Mountain Tunnel - Agreement

- **Major Repair Agreements**

- **Need**

- The CTB approved the Statewide Special Structures Long-Term Plan (50 years) for the maintenance, rehabilitation, and replacement of Special Structures, including ERMT

- **Authority**

- Va. Code § 33.2-221(B) authorizes the CTB to enter into agreements with other states
- Prior to undertaking any Special Structures Project on ERMT, an agreement between VDOT and WVDOH will be required.





# East River Mountain Tunnel – Next Steps

- **VDOT will seek:**
  - **CTB approval of template agreement to be used for each project approved and funded by CTB under Special Structures Program**
  - **CTB Delegation of authority for Commissioner to sign specific project agreements based on template**



# QUESTIONS

**PROJECT AGREEMENT**  
**BETWEEN**  
**THE WEST VIRGINIA**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF HIGHWAYS**  
**AND**  
**THE VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**FOR THE EAST RIVER MOUNTAIN TUNNEL**

*[\*Project Title, UPC\_\_\_\_]*

THIS AGREEMENT (“Agreement”) is made and entered into upon the last day of execution below, by and between the West Virginia Department of Transportation, Division of Highways (“WVDOH”), an agency of the State of West Virginia, and the Virginia Department of Transportation (“VDOT”), an agency of the Commonwealth of Virginia (each a “Party” and hereinafter collectively referred to as the “Parties”).

WITNESSETH THAT:

WHEREAS, on December 18, 1964, the Commonwealth of Virginia and the State of West Virginia entered into an Agreement for the Handling of Maintenance of an Interstate Tunnel under East River Mountain (the “1964 Agreement”); and

WHEREAS, the 1964 Agreement apportioned costs between the Parties for both routine maintenance and major repairs to the East River Mountain Tunnel (“ERMT”), twin rock bore tunnels that accommodate Interstate Route 77 and connect Bland County, Virginia, with Mercer County, West Virginia; and

WHEREAS, the 1964 Agreement provides that, for costs other than routine maintenance, WVDOH shall bear the costs for the portion of the tunnel in West Virginia and VDOT shall bear the costs for the portion of the tunnel in Virginia; and

WHEREAS, the Parties have determined that the ERMT, a special structure as defined by § 33.2-374 (A) of the Code of Virginia, is in need of rehabilitation and the replacement of components, including *[\*insert description of Project]* (the “Project”); and

WHEREAS, VDOT and WVDOH have agreed, to the extent permissible by the laws of the State of West Virginia and of the Commonwealth of Virginia, to cause the Project to be performed

and to share costs as apportioned on the basis of the ratio of the tunnel's length in each state to the total length thereof; and

WHEREAS, the Virginia Commissioner of Highways or his designee has the legal authority to enter into this Agreement in accordance with §§ 33.2-248 and 33.2-223 of the Code of Virginia, and has obtained approval to enter into this Agreement from the Commonwealth Transportation Board pursuant to § 33.2-221 (B) by resolution dated [*\*pending*]; and

WHEREAS, the West Virginia Commissioner of Highways has the legal authority to enter into this Agreement in accordance with §§ 17-2A-8 and 17-4-19 of the West Virginia Code.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. GENERAL PURPOSE

The Parties hereto establish their respective responsibilities with regard to the implementation of the Project, for which the approximate description, estimated costs, and schedule are set out as Attachment A, Scope of Work Project Addendum, and which is incorporated herein.

II. RESPONSIBILITIES OF THE PARTIES

a. The Parties agree:

1. To conduct required processes and activities in accordance with this Agreement, and to cooperate to maintain the schedule and funding set out in Attachment A for the Project;
2. To coordinate applicable activities to ensure satisfactory completion of the Project; and
3. To designate a project manager to coordinate the work of the Project.

b. VDOT agrees:

1. To prepare the contract plans and other related documents and to cause the Project to be undertaken in accordance with Virginia laws, standards, regulations, and guides;
2. To maintain accurate records of Project costs, make such records available for review by WVDOH upon request, and retain such records for three years upon federal closeout;

3. To submit to WVDOH an estimate of costs anticipated for each phase of work for the Project;
4. To coordinate and manage, to the extent necessary, the work of all contractors engaged in performing work related to the Project; and
5. On or before September 1 of each year during Project design and construction, to submit to WVDOH an annual statement of incurred costs.

c. WVDOH agrees:

1. To grant access to West Virginia's right-of-way, free of any fees, to VDOT, VDOT's authorized contractors, and other parties as required for activities to undertake and support the Project;
2. At no cost to VDOT, to participate in all field reviews and other Project development activities and milestones upon request;
3. To identify the federal or other funds, including any non-federal funds needed to comply with any state matching share requirements, that will be transferred or otherwise committed to satisfy West Virginia's allocable costs for the Project;
4. To apply for and obtain any required permits and approvals needed from and issued or provided by an agency or political subdivision of West Virginia; and
5. To make any and all efforts to meet schedule timeframes, including but not limited to funding timeframes, for the Project.

### III. FUNDING

- a. Generally and in accordance with the 1964 Agreement, VDOT shall bear responsibility for the share of Project costs associated with the portion of the tunnel in Virginia and WVDOH shall bear responsibility for the share of Project costs associated with the portion of the tunnel in West Virginia. Accordingly, unless otherwise agreed to by the Parties and hereinafter provided in Attachment A, the share of Project costs shall be equal to an allocation of 54.5% of the costs to Virginia and 45.5% of the costs to West Virginia.
- b. All additional costs resulting from change orders, modifications, cost overruns, and/or delays shall be apportioned among the Parties as set forth in Section III (a) above.
- c. All funds and activities pursuant to the Project will be subject to the requirements of Title 23 of



the United States Code, Title 23 of the Code of Federal Regulations, and standard Federal-Aid procedures.

- d. If WVDOH applies federal funds to the Project, the transfer of funds to VDOT will be in accordance with FHWA Order 4551.1, "Funds Transfers to Other Agencies and Among Title 23 Programs" dated August 12, 2013, as the same may be updated or amended. WVDOH shall initiate the transfer of the federal funds allocable to its share of each phase of work by the process outlined in FHWA Order 4551.1 prior to the initiation/authorization of each phase of work.
- e. If WVDOH applies non-federal funds to the Project, VDOT will submit monthly invoices for eligible Project costs, which shall include all necessary documentation as agreed to by the Parties. Within 30 days of receipt of the monthly invoices, WVDOH will make payment to VDOT. "Eligible Project Costs" shall mean all necessary costs that are incurred by VDOT to complete the Project.
- f. Once the Project has been completed, any unspent funds that were allocated by a Party to the Project shall be returned and/or transferred back.

#### IV. DISPUTE RESOLUTION

Any dispute between the Parties that cannot be resolved by the designated Project managers shall be formally presented in writing to VDOT's Bristol District Administrator/Engineer and WVDOH's District Ten Engineer for review and resolution. If the dispute cannot be resolved by the second level of review, then the matter may be presented to the Virginia Commissioner of Highways and the West Virginia Commissioner of the Division of Highways.

#### V. KEY OFFICIALS AND CONTACTS

Notice to, and approval by, VDOT or WVDOH under the terms of this Agreement shall be to and by the West Virginia's Commissioner of the Division of Highways and VDOT's Commissioner of Highways, or their respective duly authorized agents or employees. Any notice and approval shall be deemed given when delivered, if personally served, or if delivered by mail, five (5) days after being posted with the U.S. Post Office, first class postage pre-paid at the following addresses.

For VDOT:

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

For WVDOH:

Commissioner of the Division of Highways  
Division of Highways  
1900 Kanawha Blvd East  
Building Five, Room 110  
Charleston, West Virginia 25305-0430

VI. GENERAL TERMS AND CONDITIONS

- a. VDOT's obligations pursuant to this Agreement shall not be valid and enforceable unless funds are appropriated by the Virginia General Assembly and allocated by the Commonwealth Transportation Board. Similarly, WVDOH's obligations pursuant to this Agreement shall not be valid and enforceable unless funds for this Project are appropriated and properly allocated to WVDOH.
- b. WVDOH shall be afforded the opportunity to review and approve the contract construction plans prior to the commencement of construction activities. Any disagreement about the design and/or construction of the Project shall be governed by Section IV above.
- c. As a matter of courtesy, VDOT agrees to provide three (3) days' written notice to WVDOH prior to the commencement of construction activities.
- d. This Agreement contains the entire agreement and understanding of the Parties relating to the Project, and may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the Parties.
- e. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
- f. Nothing set out in this Agreement shall constitute a waiver of the Parties' rights to seek any and all damages to the extent authorized by law, nor shall anything in this Agreement limit any defenses that the Parties may have with respect to such claims for damages.
- g. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or

authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise.

- h. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement.
- i. The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by the law. All claims shall be processed pursuant to applicable governing law.
- j. Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a Party, shall be received and processed by the Party having responsibility for the particular injury-causing condition, under the law that governs such Party.
- k. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform any action beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.
- l. This Agreement shall be in full force and effect as of the date of last execution and shall remain in effect until the Project has been completed and the payment for all costs has been made.
- m. Either Party may elect to terminate this Agreement by providing 90-day written notice to the other Party. All eligible Project expenditures incurred up to the date of termination shall be considered a Project cost and shall be paid by the Parties in accord with their respective/proportionate shares.
- n. Nothing in this Agreement shall be construed as a waiver of Virginia or West Virginia's sovereign immunity.

*(Signature Page Follows)*

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

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF TRANSPORTATION

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

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

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

STATE OF WEST VIRGINIA,  
COMMISSIONER OF HIGHWAYS

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

Jimmy Wriston, P.E., Commissioner of Highways

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

**ATTACHMENT A**

**SCOPE OF WORK**

**PROJECT ADDENDUM**

**EAST RIVER MOUNTAIN TUNNEL**

*[\*Project Title, UPC \_\_\_\_]*

**1. DESCRIPTION OF WORK:**

**2. PERIOD OF PERFORMANCE:**

**3. PROJECT COSTS:**

**4. PROJECT SCHEDULE MILESTONES:**

**5. ALLOCATED FUNDING REQUIREMENTS:**

**6. AMENDMENT:**

No amendment to this Project Addendum will be effective unless it is in writing and signed by the Parties or their designees.

# **I-264/INDEPENDENCE BOULEVARD INTERCHANGE ACCESS REPORT (IAR)**

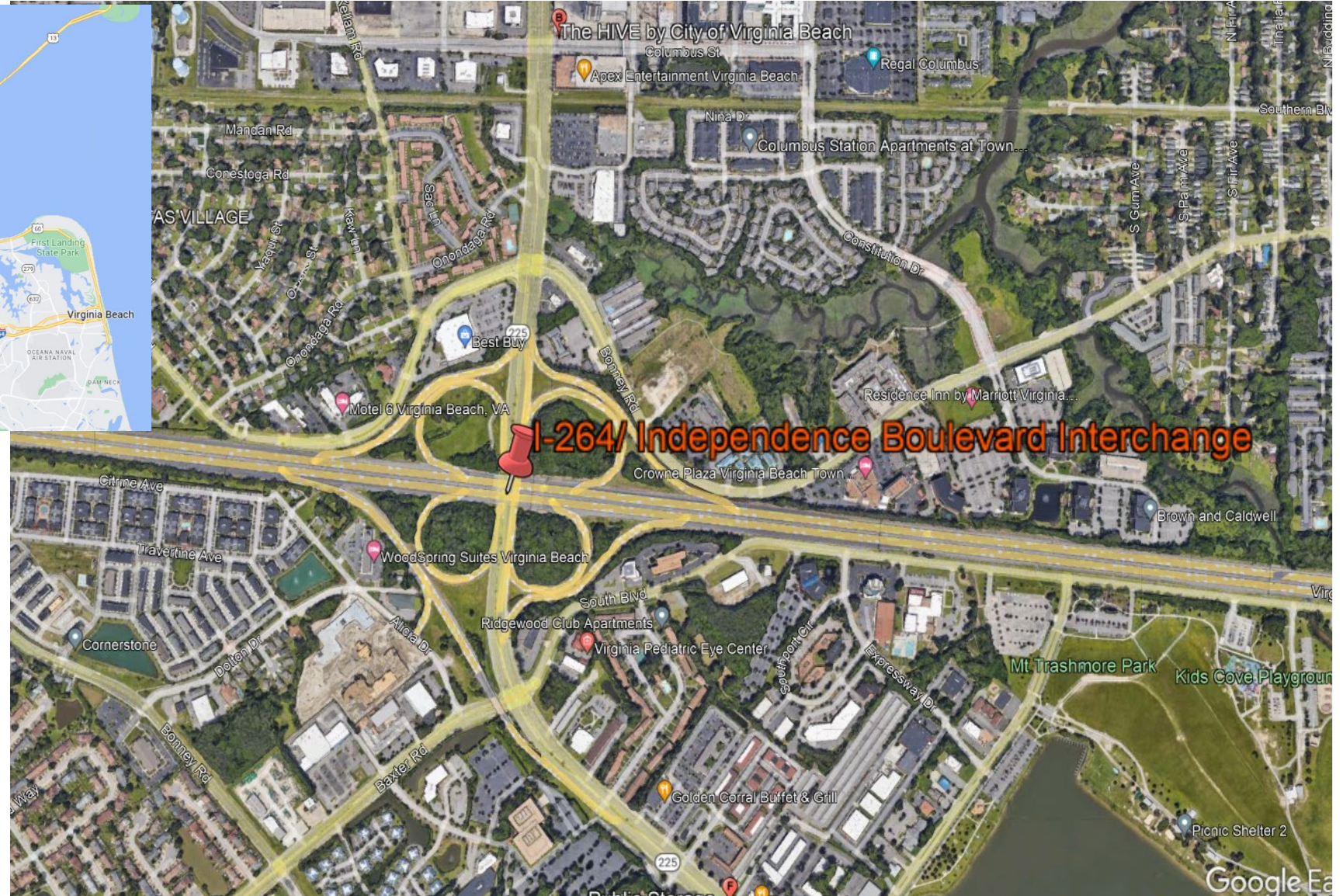
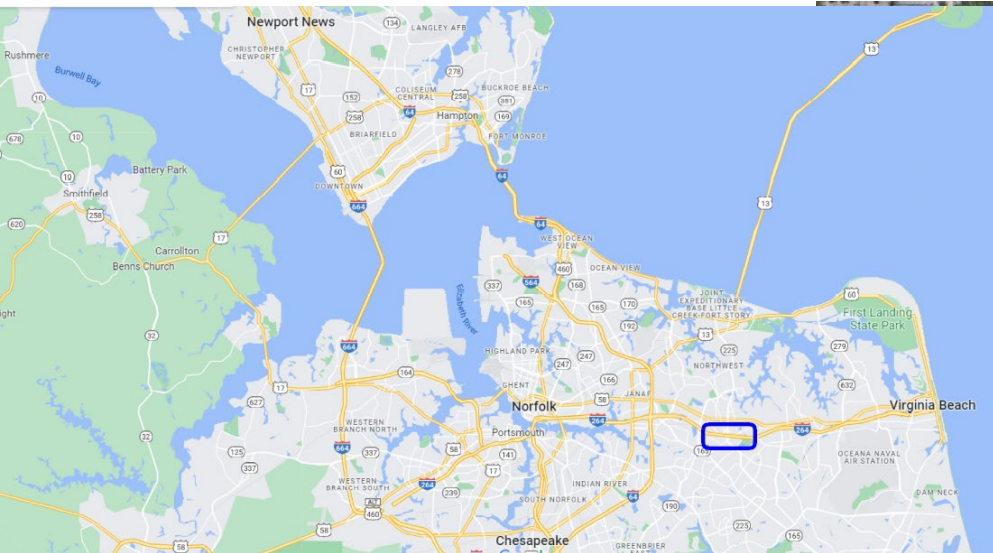
Authorization for the Commissioner of Highways to Enter into Standard Project Agreements Between  
VDOT and the Hampton Roads Transportation Accountability Commission Relating to the I-  
264/Independence Boulevard IAR

 Chris Hall, P.E. – Hampton Roads District Engineer

January 17, 2023



# I-264 at Independence Boulevard Interchange





# HREL Standard Project Agreement – I-264/Independence Boulevard IAR

- **A Strategically Targeted and Affordable Roadway Solutions (STARS) Study at the I-264/Independence Boulevard Interchange in the City of Virginia Beach was completed in March 2020**
- **Consistent with the region's 2045 Long Range Transportation Plan (LRTP) and the Hampton Roads Transportation Accountability Commission's (HRTAC's) 2045 Long Range Plan of Finance, VDOT, the City of Virginia Beach and HRTAC have discussed ways to advance improvements at this Interchange**
- **To inform decisions regarding necessary improvements, VDOT and the City of Virginia Beach have recommended that an Interstate Access Report (IAR) be funded by HRTAC to evaluate the full build of the I-264/Independence Boulevard Interchange configuration (including I-264 mainline needs to the Witchduck Road Interchange)**



# Anticipated CTB Action

- **HRTAC has approved funding in the amount of \$1.25M for the development of the IAR at the I-264/Independence Boulevard Interchange and has authorized the HRTAC Chair to enter into a Standard Project Agreement (SPA) with VDOT for this work**
- **VDOT will be requesting that the Board authorize the Commissioner to:**
  - **enter into a SPA with HRTAC for the I-264/Independence Boulevard Interchange Improvements – Full Interchange Access Report (IAR) Development; and**
  - **enter into any future SPAs with HRTAC necessary for funding and administration of the Interchange and any associated activities.**

# **I-264/INDEPENDENCE BOULEVARD INTERCHANGE ACCESS REPORT (IAR)**

Authorization for the Commissioner of Highways to Enter into Standard Project Agreements Between  
VDOT and the Hampton Roads Transportation Accountability Commission Relating to the I-  
264/Independence Boulevard IAR

 Chris Hall, P.E. – Hampton Roads District Engineer

**January 17, 2023**

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

HRTAC Project Title: I-264/Independence Boulevard Interchange Improvements – Full Interchange Access Report (IAR) Development Project

HRTAC Project Number: UPC 122761

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. VDOT's Obligations

VDOT shall:

1. Complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (i) any and all applicable federal, state, and local laws and regulations, and (ii) all terms and conditions of this Agreement, including, without limitation, the Project Budget and Project Schedule reflected in Appendix B, which Project Budget and Project Schedule (A) VDOT represents have been prepared in good faith, in accordance with the practices and procedures that VDOT uses for projects where the state or VDOT bears the cost of the project (including, without limitation, the practices used to price and budget services that may be internally sourced, such as Construction Engineering Inspection/CEI), and (B) the parties acknowledge may be amended pursuant to Section A.8 below or as follows:
  - (a) In the event that VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall notify HRTAC's Executive Director of the significant reduction in costs. For purposes of this Section A.1(a), HRTAC and VDOT agree that a "significant reduction in costs" shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the effect of the reduction on the commitments of the funding sources (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state or federal contributions, then the commitment of each funding source would be reduced by its proportionate share of the reduction in costs, which proportionate share will be based on the funding source's proportionate responsibility for the total budgeted costs before the reduction was realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).
  - (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will

work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for the total budgeted cost before the additional funding became available).

- (c) In the event that application is made for federal or state funding or loans not previously available for the Project, then VDOT will, to the extent within its reasonable control, provide reasonable support to such application and, if any such funding or loans are awarded or otherwise become available, take action to satisfy conditions and comply with requirements of such funding or loans, in each case as may be reasonably requested by HRTAC.

2. Without limiting the foregoing, VDOT shall:

- (a) Select contractors, contract with contractors, and administer and enforce contracts all in a manner that is consistent in all material respects with the policies, procedures and practices that VDOT uses where the state or VDOT bears the cost of a project; for example, VDOT shall use its customary policies, procedures and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using, where applicable, standard terms/forms), and monitoring and enforcing performance of contracts;
- (b) Not enter into any contract to perform the work related to the Project if (i) the cost of that contract would exceed the portion of the Project Budget reflected in Appendix B that is allocated to the work covered by that contract, (ii) the cost of that contract, when aggregated with the cost of all other contracts relating to the Project that have been, or are expected to be, entered into would exceed the Project Budget reflected in Appendix B, or (iii) the schedule in the contract for performing and paying for the work related to the Project would be materially different (whether accelerated or delayed) from the Project Schedule set forth in Appendix B; in addition, if the bids or proposals received for any portion of the Project are not qualitatively consistent with VDOT's standards for that work or quantitatively within VDOT's projections for that work, each as determined by VDOT in its good faith judgment, VDOT shall (i) undertake a new procurement, or (ii) recommend alternative measures to HRTAC, and seek HRTAC's advice and

consent regarding pursuit of those alternative measures. If HRTAC grants its written consent to a modification to the Project Budget and/or Project Schedule in order to permit VDOT to enter into a contract to perform the work, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to reflect the modified Project Budget and Project Schedule.

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

requesting reimbursement from HRTAC for having advance funded a future phase of the Project; however, VDOT further recognizes that HRTAC's reimbursement to VDOT for having advance funded a phase of the Project will be dependent upon HRTAC's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Appendix B.

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



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

- (b) VDOT shall not include in any contract with a contractor working on the Project any term, condition or remedy in respect of Additional Costs that is more favorable to the contractor than the terms, conditions or remedies VDOT includes in standard contracts where the state or VDOT bears the cost of the project.
- (c) The Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the VDOT Roads and Bridge Specifications and §§ 33.2-1101 through 33.2-1105 of the Code, as amended. VDOT shall promptly notify HRTAC if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional

Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the Project Budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section A.8(a) unless the settlement has been approved by HRTAC. Funding for the settlement will be prorated based on the respective proportionate share of the HRTAC-Controlled Moneys and state and federal funds in the Project Budget. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the proration rule set forth in the preceding sentence.

(d) Notwithstanding anything to the contrary set forth herein, if any additional cost (including, without limitation, any additional cost relating to a contractor claim described in Section A.8(c) above) arises out of or results from VDOT's negligence, breach of contract, willful misconduct or violation of law ("VDOT Fault"), HRTAC shall not be responsible for such additional costs. Any notice provided by VDOT to HRTAC pursuant to Section A.8(c) above shall be accompanied by a certification from VDOT that it has determined in good faith that any Additional Costs do not arise out of or result from VDOT Fault.

9. Release or return any unexpended funds to HRTAC no later than 90 days after final payment has been made in respect of the Project.
10. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations.
11. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations.
12. Reimburse HRTAC (or such other entity as may have provided funds) for all funds provided by HRTAC (or on behalf of HRTAC) and, to the extent applicable and permitted by law, with interest earned at the rate earned by HRTAC, (a) that VDOT misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, or any term or condition of this Agreement or (b) the expenditure of which arose out of VDOT Fault.

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

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

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

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

B. HRTAC's Obligations

HRTAC shall:

1. Subject to the limitations as to amounts set forth in Appendix B (and subject to Section F of this Agreement), provide to VDOT the funding authorized by HRTAC for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by HRTAC.
2. Assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of HRTAC for purposes of ensuring it is being completed in compliance with this Agreement and all HRTAC requirements. (In the absence of an assigned person, HRTAC's Executive Director shall serve as the Program Coordinator.) HRTAC's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with HRTAC's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by VDOT for the Project. HRTAC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope of the Project as set forth on Appendix A or to the Project Budget and Project Schedule as set forth on Appendix B.
3. Route to HRTAC's assigned Program Coordinator all VDOT payment requisitions and the summaries of actual costs submitted to HRTAC for the Project. After submission to HRTAC, HRTAC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. HRTAC's Program Coordinator will then make a recommendation to the HRTAC's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from VDOT. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is, in HRTAC's reasonable judgment, deemed insufficient, within twenty (20) days from receipt, HRTAC's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed in order to authorize the payment request. Payment

will be withheld until all deficiencies identified by HRTAC have been corrected to HRTAC's reasonable satisfaction. Under no circumstances will HRTAC authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the HRTAC Act or this Agreement.

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

and as may be required by other applicable records retention laws and regulations.

8. Be the sole determinant of the amount and source of HRTAC funds to be provided and allocated to the Project and the amounts of any HRTAC funds to be provided in excess of the amounts specified in Appendix B.
9. Have no obligation to pay or reimburse VDOT for any cost (including, without limitation, compensation paid or payable to any contractor) arising out of VDOT Fault.

C. Term

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

paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed (a) where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law, or (b) without the prior written consent of any lender to HRTAC, if the terms of HRTAC's loan agreement with such lender require such consent.

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

D. Dispute

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

E. HRTAC's Interest in Project Assets

VDOT agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by HRTAC under this Agreement ("Assets") for the designated transportation purposes of the Project, in accordance with applicable law throughout the useful life of each such Asset. If VDOT intends to sell, convey, or dispose any Asset funded with HRTAC funds or intends to use any Asset for a purpose inconsistent with this Agreement, VDOT shall notify HRTAC's Executive Director in writing of any such intent before further action is taken by VDOT in furtherance thereof. Upon receiving notification from VDOT, HRTAC's Executive Director shall notify HRTAC of VDOT's intended action(s). The parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding VDOT's proposed sale, conveyance, disposition, or use of any such Asset(s) so as to ensure compliance with all applicable requirements



and terms of the HRTAC Act (without limiting the foregoing, VDOT acknowledges that under the HRTAC Act and applicable law, HRTAC is vested with the right to impose and collect tolls on facilities constructed by the Commission and holds a license to, among other things, use the tolling infrastructure and system). All recommendations and/or proposed remedial actions developed by the parties' designated representatives during the meet and confer process shall be formally presented to HRTAC and the Commissioner for their respective approval.

F. Appropriations Requirements

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

G. Representations and Warranties

1. VDOT hereby represents and warrants to HRTAC as of the date of this Agreement as follows:
  - (a) VDOT is an agency of the Commonwealth of Virginia, and it has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;
  - (b) VDOT has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, and each person executing this

Agreement on behalf of VDOT has been duly authorized to execute and deliver it on behalf of VDOT;

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

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

- (a) HRTAC is a body politic and a political subdivision of the Commonwealth of Virginia, and it has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;
- (b) HRTAC has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, and each person executing this Agreement on behalf of HRTAC has been duly authorized to execute and deliver it on behalf of HRTAC;

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

H. Tax Covenants for Bond-Funded Projects

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

I. Notices

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

- 1) to: HRTAC, to the attention of its Executive Director and Chairman;  
723 Woodlake Drive  
Chesapeake, VA 23320
- 2) to: VDOT, to the attention of:  
Commissioner, Virginia Department of Transportation  
1401 East Broad Street  
Richmond, VA 23219

J. Assignment

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

K. Modification or Amendment

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

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

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

L. No Personal Liability or Creation of Third Party Rights

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

M. No Agency

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

N. Sovereign Immunity

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

O. Incorporation of Recitals and Appendices

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

P. Mutual Preparation and Fair Meaning

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

Q. Governing Law

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

R. Survival

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

*[Signature page follows]*

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

Hampton Roads Transportation Accountability Commission

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

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

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

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

Virginia Department of Transportation

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

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

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

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

## APPENDIX A

### I-264/INDEPENDENCE BOULEVARD INTERCHANGE IMPROVEMENTS – FULL INTERCHANGE ACCESS REPORT (IAR) DEVELOPMENT PROJECT – UPC 122761

**Scope:** The work associated with this Standard Project Agreement for the I-264/ Independence Boulevard Interchange Project is to perform an Interchange Access Report (IAR) for this Interchange to support improvements to alleviate operational and safety issues at this Interchange in the City of Virginia Beach. Improvements at this Interchange are included in the Hampton Roads Transportation Planning Organization (HRTPO) 2045 Long Range Transportation Plan (LRTP) and HRTAC's 2045 Long Range Plan of Finance. Prior to moving forward with these improvements, VDOT will need to complete an Interchange Access Report (IAR) funded under this agreement to evaluate the full build of the I-264/Independence Boulevard Interchange.

The IAR will consider future planned transportation network changes and the impacts to the future surrounding transportation network. The study is needed to identify the future needs and maximize efficiency and capacity of this key system-to-system interchange operation in the City of Virginia Beach.

This study will build upon and reference several previous studies including:

- I-264/ Independence Blvd Interchange and Independence Blvd Corridor Study (WSP, STARS, November 2019)
- I-264 Corridor Study (AECOM, 2016)
- Independence Blvd Pre-NEPA Environmental Screening (Kerr Environmental, August 2018)

The objective is to develop, submit and achieve approval by the Federal Highway Administration (FHWA) of an IAR to support improvements that alleviate operational and safety issues at the I-264/Independence Boulevard Interchange. VDOT District and regional leadership recognize and seek to proactively address future long-term transportation needs at this crucial interchange and surrounding area.

The IAR will include a Framework Document based on VDOT's LD-459 Interchange Access Report Framework Document/guidance (VDOT, October 26, 2020) and will address the two technical FHWA Policy on Access to the Interstate System May 22, 2017 requirements identified in VDOT's IIM-LD-200.11 including:

1. An operational and safety analysis has concluded that the proposed change in access does not have a significant adverse impact on the safety and operation of the Interstate facility or on the local street network based on both the current and planned future traffic projections.

2. The proposed access connects to a public road only and will provide for all traffic movements. Less than "full interchanges" may be considered on a case-by-case basis for applications requiring special access, such as managed lanes (e.g., transit or high occupancy vehicle and high occupancy toll lanes) or park and ride lots.

As a separate effort that is not part of this scope, it is assumed that VDOT will complete the environmental review process and provide the environmental requirements, permits, and/or documents necessary for further project development at a later date.

The Scope of Work may include public outreach and coordination of one or more citizens' informational meetings to inform and direct the IAR as it is deemed necessary by the study work group.

The proposed access design documents will be prepared in accordance with current versions of the American Association of State Highway and Transportation Officials (AASHTO) Green Book; AASHTO Design Standards Interstate System and the VDOT Road Design Manual (RDM). Necessary deviations from the information contained in the references above shall be indicated in the report.



## APPENDIX B

### I-264/INDEPENDENCE BOULEVARD INTERCHANGE IMPROVEMENTS – FULL INTERCHANGE ACCESS REPORT (IAR) DEVELOPMENT PROJECT – UPC 122761

#### PROJECT BUDGET AND PROJECT SCHEDULE

***Project Budget: I-264/INDEPENDENCE BOULEVARD INTERCHANGE (FULL INTERCHANGE ACCESS REPORT – IAR) DEVELOPMENT PROJECT:***

**HRTAC Costs (UPC 122761):**

Preliminary Engineering (PE)	\$1,250,000
Right of Way (RW)	\$0
Construction (CN)	\$0
<hr/>	
Total HRTAC Cost	\$1,250,000

The Scope of Work for and activities associated with this Agreement for the I-264/Independence Boulevard Interchange Improvements-Full Interchange Access Development Project are set out in Appendix A.

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

Development of the Interchange Access Report (IAR), begin NEPA Categorical Exclusion investigation and documentation, cost estimate & schedule refinements, support of design related activities for this project as defined in the Appendix A.

***Project Schedule: I-264/Independence Boulevard Interchange Access Report (IAR) Project (all dates are estimates):***

- **Preliminary Engineering (PE):**
  - PE Start: 3/1/2023
  - PE End: 7/1/2024
- **Right of Way (RW):**
  - RW Start: N/A
  - RW End: N/A
- **Construction (CN):**
  - CN Start: N/A
  - CN End: N/A

***Project Cash Flow Schedule: See Annex I to this Appendix B (which is incorporated herein by this reference as if set out in full).***

**ANNEX I TO APPENDIX B -PROJECT BUDGET & CASH FLOW**

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

HRTAC Project Title:	I-264/Independence Blvd Interchange Improvements - Full Interchange Access Report (IAR) Development Project
Scope of Project Services:	Standard Project Services to Support the IAR (UPC 122761)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Todd Halacy (757) 956-3010
Baseline Schedule:	PE: Start March 2023, End July 2024
	RW: N/A
	CN: N/A

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	HRTAC PayGo Funds	HRTAC Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering	\$ 1,250,000.00	\$ 1,250,000.00				
Environmental Work						
Right-of-Way Acquisition	\$ -	\$ -				
Construction	\$ -	\$ -				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 1,250,000.00</b>	<b>\$ 1,250,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2023		Total Fiscal Year 2024		Total Fiscal Year 2025	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ -		\$ -		\$ -	
Engineering	\$ 312,500.00		\$ 937,500.00		\$ -	
Environmental Work	\$ -		\$ -		\$ -	
Right-of-Way Acquisition	\$ -		\$ -		\$ -	
Construction	\$ -		\$ -		\$ -	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 312,500.00</b>	<b>\$ -</b>	<b>\$ 937,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 23 Mthly Cash Flow		FY 24 Mthly Cash Flow		FY 25 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
July	\$ -		\$ 78,125.00		\$ -	
August	\$ -		\$ 78,125.00		\$ -	
September	\$ -		\$ 78,125.00		\$ -	
October	\$ -		\$ 78,125.00		\$ -	
November	\$ -		\$ 78,125.00		\$ -	
December	\$ -		\$ 78,125.00		\$ -	
January	\$ -		\$ 78,125.00		\$ -	
February	\$ -		\$ 78,125.00		\$ -	
March	\$ 78,125.00		\$ 78,125.00		\$ -	
April	\$ 78,125.00		\$ 78,125.00		\$ -	
May	\$ 78,125.00		\$ 78,125.00		\$ -	
June	\$ 78,125.00		\$ 78,125.00		\$ -	
<b>Total per Fiscal Year</b>	<b>\$ 312,500.00</b>	<b>\$ -</b>	<b>\$ 937,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

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

<b>Virginia Department of Transportation</b>	<b>Hampton Roads Transportation Accountability Commission</b>
Signature	Signature
Commissioner	HRTAC Chairman
Title	Title
Date	Date
Stephen C. Brich, P.E.	Donnie R. Tuck
Print name of person signing	Print name of person signing

**APPENDIX C  
FORM OF PAYMENT REQUISITION**

HRTAC Project Title and Number: I-264/Independence Boulevard Interchange Improvements – Full Interchange Access Report (IAR) Development Project – UPC 122761

Project Scope/Services Description: The work associated with this Standard Project Agreement for the I-264/Independence Boulevard Interchange is to perform the development of the Interchange Access Report (IAR) for the I-264/Independence Boulevard Interchange.

Draw Request Number: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

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

Attention \_\_\_\_\_, Program Coordinator:

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

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

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

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

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

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

**Recommended For Payment**

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

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

Title: HRTAC Program Coordinator

## DETAILED PAYGO REQUEST

Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 HRTAC Project Number: UPC 122761 Project Title: I-264/Ind Blvd IAR Dev Project

Cost Category	HRTAC Approved Project Costs	Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
<b>Project Starting Balance</b>	\$0			\$ -
Design Work/ Engineering	\$0	\$ -	\$ -	\$ -
Engineering	\$1,250,000	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Work	\$0	-	-	\$ -
Construction	\$0	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$1,250,000	\$ -	\$ -	\$ -

### LISTING OF ATTACHED INVOICES

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

**Instructions**

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

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

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice
4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above

5. Column E- Please enter the dollar amount listed on the invoice.

6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

## APPENDIX D

### REPORTS TO BE PROVIDED BY VDOT

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

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

## **APPENDIX E**

### **OFFICIAL AUTHORIZING DOCUMENTS**

## APPENDIX F

### TAX COVENANTS FOR BOND-FUNDED PROJECTS

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

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

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

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

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



information reasonably requested by the Commission from time to time concerning the matters described in this Appendix F.

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

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

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

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

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

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

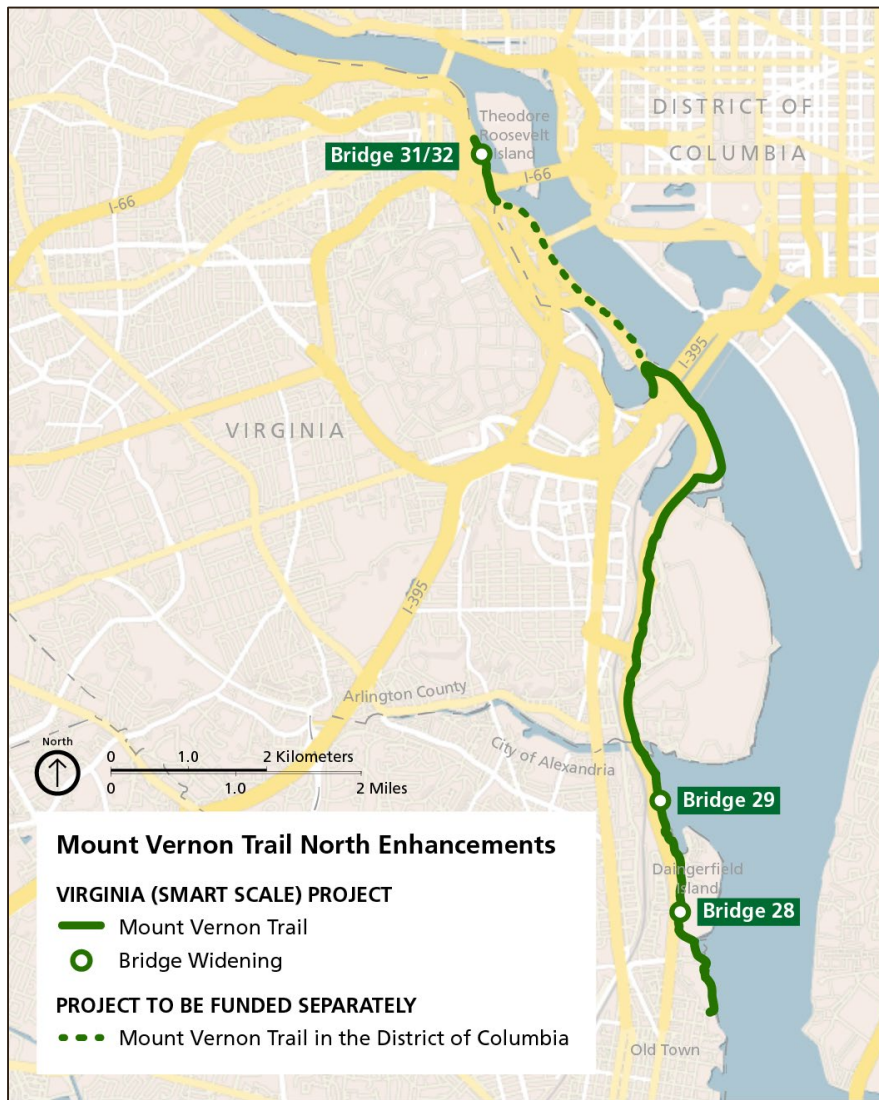
# **MOUNT VERNON TRAIL NORTH ENHANCEMENTS**

**MEMORANDUM OF AGREEMENT AMONG VDOT,  
NATIONAL PARK SERVICE (NPS), EASTERN FEDERAL LANDS  
HIGHWAY DIVISION (EFLHD), AND ARLINGTON COUNTY**

**January 17, 2023**

**| John Lynch, P.E.  
Northern Virginia District Engineer**

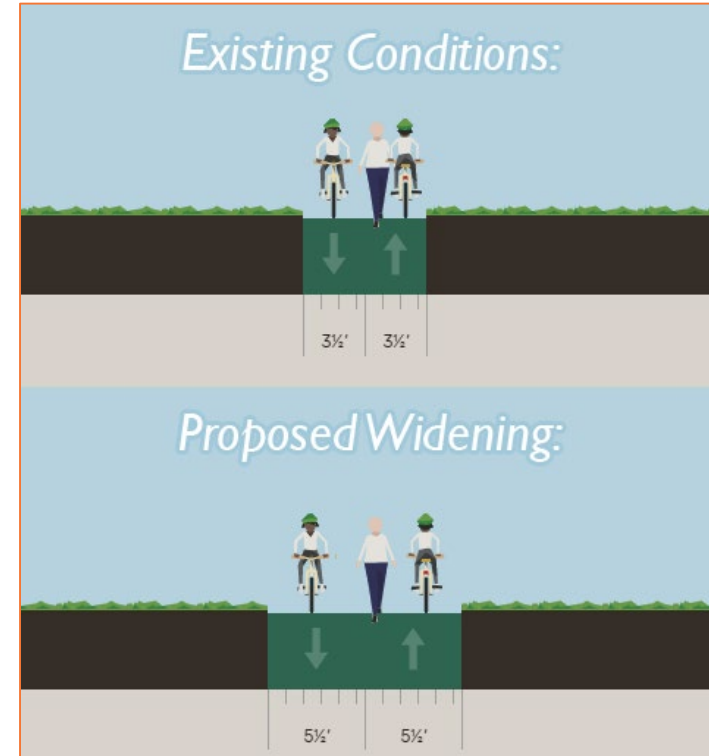
# Mount Vernon Trail North Enhancements—Background



- The Project is located in NPS' George Washington Memorial Parkway through Arlington County and the City of Alexandria
- Arlington County, on behalf of NPS, submitted the \$32.9M project to SMART SCALE in Round 4 and \$28.9M in funding was allocated by the CTB in the FY23-28 SYIP
- EFLHD will design and construct the Project by agreement with NPS
- The Project will:
  - Increase capacity by widening paved surface to current usage standards on approximately 5 miles of the Mount Vernon Trail, between Rosslyn in Arlington County and Tide Lock Park in the City of Alexandria
  - Rebuild and widen 3 bridges
  - Realign 4 trail intersections
  - Realign the S-curve at Daingerfield Island
- Construction is planned for FY27

# Mount Vernon Trail North Enhancements—Agreement

- **Purpose**
  - Provides the terms and conditions for NPS, EFLHD, VDOT, and Arlington County to deliver the Project
- **Authority**
  - Va. Code § 33.2-221(A) provides the CTB with the authority to enter into all contracts or agreements with the United States government



# Mount Vernon Trail North Enhancements—Agreement

- **Core provisions of the Agreement:**
  - **NPS**
    - Provide additional \$4M to EFLHD for the project
    - Approve final design and construction, and invoices submitted by EFLHD
    - Identify and allocate any funds needed in excess of the Project's estimated cost of \$32.9M
  - **EFLHD**
    - Design and construct the Project on behalf of NPS
    - Submit invoices to NPS and Arlington for approval
  - **Arlington**
    - Approve final design and construction, and invoices submitted by EFLHD
    - Ensure that the Project remains consistent with the scope approved in SMART SCALE
  - **VDOT**
    - Provide up to \$28.9M in funding, as allocated by the CTB in the FY23-28 SYIP
    - Reimburse EFLHD for invoices after approval by NPS and Arlington

# Mount Vernon Trail North Enhancements—Next Steps

- **VDOT will seek:**
  - **CTB approval of the proposed Memorandum of Agreement among NPS, EFLHD, VDOT, and Arlington County**
  - **CTB delegation of authority for Commissioner to execute the Memorandum of Agreement**

# QUESTIONS

**MEMORANDUM OF AGREEMENT**

**AMONG**

**DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION**

**AND**

**FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS  
HIGHWAY DIVISION**

**AND**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA DEPARTMENT OF TRANSPORTATION**

**AND**

**THE COUNTY OF ARLINGTON**

**FOR**

**MOUNT VERNON TRAIL NORTH ENHANCEMENTS  
(UPC 119478 #SMART22)**



## **ARTICLE I – INTRODUCTION**

This Memorandum of Agreement (Agreement) is made as of the date of the final signature below by and among: the United States of America, acting by and through the Department of the Interior's National Park Service National Capital Region (NPS) and the Department of Transportation's Federal Highway Administration Eastern Federal Lands Highway Division (FHWA-EFL), the Commonwealth of Virginia, acting by and through the Virginia Department of Transportation (VDOT), and the County of Arlington, Virginia (County) (each a Party, and collectively the Parties). The purpose of this Agreement is to set forth the terms and conditions under which the Parties will provide for the improvements to the Mount Vernon Trail (MVT).

## **ARTICLE II – BACKGROUND AND OBJECTIVES**

The NPS administers the national park system of the United States, which contains areas reflecting the nation's cultural, natural, and historical heritage. The NPS preserves and manages these areas for the benefit and inspiration of all the people of the United States.

George Washington Memorial Parkway (GWMP), a unit of the NPS, owns, maintains, and operates the 18-mile Mount Vernon Trail (MVT), which was constructed in the 1970s and 1980s prior to the adoption of commonly held industry standards for multi-use trails. NPS' *George Washington Memorial Parkway: Mount Vernon Trail Corridor Study*, conducted by the US Department of Transportation's Volpe National Transportation Systems Center and released in May 2020, identified opportunities to improve the MVT based on an analysis of trail condition, safety concerns, users' needs, and resource management considerations, including certain capital improvement projects. The MVT is located in Arlington County, Virginia; the City of Alexandria, Virginia; Fairfax County, Virginia; and Washington, District of Columbia.

In collaboration with NPS and pursuant to Va. Code § 33.2-214.1, the County submitted an application to request funding for MVT improvements to SMART SCALE, the Commonwealth's prioritization process. The County requested funds for capital improvements to the northern segment of MVT between Theodore Roosevelt Island and Tide Lock Park including: (i) the widening of the paved surface to 11 feet, where feasible; (ii) the reconstruction and widening to 16 feet of three MVT bridges; (iii) the realignment of four trail intersections at Roosevelt Bridge, Humpback Bridge Trail, Crystal City Connector, and Four Mile Run; and (iv) the realignment of the "S" curve near Daingerfield Island, as provided in the County's SMART SCALE application and depicted and attached hereto as Appendix A (collectively, the Project). The Project is located in Arlington County, Virginia, and the City of Alexandria, Virginia.

The Project is estimated to cost \$32,980,424 and the County, on behalf of NPS, proposed that NPS provide a \$4,000,000 contribution of leveraged funds pursuant to the SMART SCALE application submitted by the County (NPS Contributed Funds). The Commonwealth Transportation Board (CTB) has allocated \$28,980,424 in the Fiscal Year 2023-2028 Six-Year Improvement Program for the Project (UPC 119478).

NPS and the County have requested that FHWA-EFL, using funds provided by NPS and the CTB, design and/or construct the Project and be reimbursed by VDOT for that portion of the

work to be conducted using CTB funds after approval by NPS and the County.

FHWA has a long-standing 1983 *Interagency Agreement Between the National Park Service and the Federal Highway Administration Relating to Park Roads and Parkways* and related administrative procedures to support the NPS in the development of transportation projects. NPS has entered into a separate agreement with FHWA-EFL for administration of the Project. The County and NPS will enter into a separate agreement with the City of Alexandria for administration of the portions of the Project located within City Limits.

### **ARTICLE III – AUTHORITY**

#### **A. For NPS:**

**31 U.S.C. § 1535** authorizes the head of any agency to place an order with another agency for goods or services.

**54 U.S.C. § 100101** directs the Secretary of the Interior to promote and regulate NPS lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

**54 U.S.C. § 101101** authorizes the NPS to accept land, rights-of-way, buildings, or other property within a park system unit; and money that may be donated for the purposes of the park system.

#### **B. For FHWA-EFL:**

**23 U.S.C. § 308** authorizes the FHWA, by and through EFL to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies.

**49 U.S.C. § 303** directs the Secretary of Transportation to cooperate and consult with the Secretary of the Interior, in developing transportation plans and programs that include measures to maintain or enhance the natural beauty of lands crossed by transportation activities or facilities

#### **C. For the County:**

The Arlington County Board has, by resolution dated [\*] and attached hereto as Appendix [\*], duly authorized its representative to enter into this Agreement.

#### **D. For VDOT:**

**Va. Code § 33.2-221** authorizes the CTB to enter into all contracts or agreements with the United States government and, pursuant to resolution dated [\*] and attached hereto as Appendix [\*], has authorized the Commissioner of Highways to enter into this Agreement.

**Va. Code § 33.2-223** authorizes the Commissioner of Highways to do all acts necessary or convenient for constructing, improving, maintaining, and preserving the efficient operation of the highways and charges the Commissioner, as executive head of VDOT, with the duty of executing all orders of the CTB.

#### **ARTICLE IV – DEFINITIONS**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement the term:

- A.** “Agreement” shall have the meaning ascribed to it in Article I of this Agreement.
- B.** “Eligible Project Costs” shall mean all necessary costs that are incurred by FHWA-EFL for design and construction of the Project and approved by NPS and the County.
- C.** “NPS Contributed Funds” shall mean NPS’ contribution of “local funds” to the Project pursuant to the SMART SCALE application submitted by the County.
- D.** “Project” shall mean capital improvements to the northern segment of MVT between Theodore Roosevelt Island and Tide Lock Park including: (i) the widening of the paved surface to 11 feet, where feasible; (ii) the reconstruction and widening to 16 feet of three MVT bridges; (iii) the realignment of four trail intersections at Roosevelt Bridge, Humpback Bridge Trail, Crystal City Connector, and Four Mile Run; and (iv) the realignment of the “S” curve near Daingerfield Island, as provided in the County’s SMART SCALE application and depicted and attached hereto as Appendix A.

#### **ARTICLE V – STATEMENT OF WORK**

In furtherance of the stated goals and objectives of this Agreement, the Parties do hereby agree:

**A. FHWA-EFL shall:**

1. Subject to the approval of the County and NPS, be responsible for the design and construction of the Project;
2. Design and construct the Project to meet applicable standards of the American Association of Highway and Transportation Officials or other applicable standards, regulations and guides, as agreed to by the Parties;
3. Ensure that design of the Project remains consistent with the approved Scope of the Project as proposed in the County’s SMART SCALE application for the Project (depicted and attached hereto as Appendix A).
4. Design and construct the Project in accordance with all applicable federal, state, and local laws and regulations;
5. Obtain any environmental permits, regulatory clearances, or approvals necessary under applicable federal, state, or local law or regulation for construction of the Project;

6. Complete all actions required to obligate the \$28,980,424 provided by the CTB and the \$4,000,000 provided by NPS for the Project;
7. Pay all contractors providing services for the Project;
8. Make the Project available for review during its design and construction by any Party upon request;
9. Prepare, submit, and obtain County and NPS approval of detailed monthly invoices that include all necessary documentation, as set forth below in subsection 10 of this Article V (A), necessary for reimbursement of Eligible Project Costs incurred by FHWA-EFL, prior to submission of said invoices to VDOT for reimbursement; and
10. Maintain accurate documentation of all actions, contracts and expenditures on/for the Project in sufficient detail to allow identification of the nature of the expenditures, maintaining and making such records available for review by any Party upon request, during the Project and for three years after the date the Project is closed out.

**B. NPS shall:**

1. Provide the NPS Contributed Funding in the amount of \$4,000,000 for the Project either by submission of said funding directly to FHWA-EFL for eligible work performed by FHWA-EFL for the Project or by expending said funding for work necessary for the Project and, in either case, providing the Parties with documentation satisfactorily evidencing the work performed using the NPS Contributed Funding. NPS Contributed Funding may be applied to reimburse eligible FHWA-EFL expenditures incurred prior to the final execution of this Agreement; provided, however, that VDOT shall have no obligation to pay Project costs in excess of the \$28,980,424 allocated by the CTB;
2. Provide support to and coordinate with FHWA-EFL for the design and construction of the Project, including activities as necessary to provide and obtain any required environmental permits, regulatory clearances, and approvals for the Project;
3. In coordination with the County, approve the final design and the construction of the Project;
4. Cooperate and coordinate with any Party in applicable Project activities to ensure satisfactory completion of the Project, including granting any Party access to the Project site for the implementation and oversight of Project activities;
5. Promptly review and approve invoices, after resolving any documentation or other issues, submitted by FHWA-EFL pursuant to subsection 8 of Article V(A);

6. Upon request by any Party, hold meetings with all Parties regarding the status of the Project;
7. In coordination with the County, identify and allocate any funds needed to complete the Project in excess of the Project's estimated cost of \$32,980,424; and
8. Accept into its inventory and maintain the completed Project.

**C. The County shall:**

1. Coordinate with NPS in its efforts to identify and allocate any funds needed to complete the Project in excess of the Project's estimated cost of \$32,980,424;
2. In coordination with NPS, approve the final design and the construction of the Project;
3. Promptly review and approve invoices, after resolving any documentation or other issues, submitted by FHWA-EFL pursuant to subsection 8 of Article V(A);
4. Ensure that the scope and implementation of the Project remain consistent with the approved scope of the Project as proposed in the County's SMART SCALE application for the Project; and
5. Promptly communicate to VDOT in writing of County and NPS approvals of invoices submitted by FHWA-EFL.

**D. VDOT shall:**

1. Provide funding in an amount of up to \$28,980,424 allocated by the CTB in the Fiscal Year 2023-2028 Six-Year Improvement Program for the implementation of the Project (UPC 119478) and have no further obligation to pay Project costs in excess of \$28,980,424;
2. Take steps necessary to obligate up to \$28,980,424 in the Federal Financial Management System (FMIS) in accord with VDOT and federal policy;
3. Provide reimbursement to FHWA-EFL for Eligible Project Costs within 30 days of FHWA-EFL submission of NPS- and County-approved invoices, only after the NPS Contributed Funding has been exhausted;
4. Assist FHWA-EFL in the preparation of any forms and documentation required in order for FHWA-EFL to receive the funds; and
5. Bill FHWA through FMIS for reimbursement based on posted expenditures resulting from County- and NPS- approved invoices received from FHWA-EFL.

## ARTICLE VI – KEY OFFICIALS

**A. Communications.** All communication regarding the design and construction of the Project will be coordinated and managed through the following designated points of contact:

**1. For the FHWA-EFL:**

Dan Weston  
Eastern Federal Lands  
Federal Highway Administration, USDOT  
22001 Loudoun County Parkway, Building E2, Suite 200  
Ashburn, VA 20147  
Dan.Weston@dot.gov  
(703) 948-3572

**2. If to NPS:**

David Daddio  
National Capital Region  
National Park Service  
1100 Ohio Drive SW  
Washington, DC 20242  
david\_daddio@nps.gov  
(202) 619-7092

**3. If to VDOT:**

Terry Yates  
Virginia Department of Transportation  
NOVA District  
4975 Alliance Drive  
Fairfax, Virginia 22030  
Terry.yates@vdot.virginia.gov  
703-259-2118

**4. If to the County:**

[\*TBD]

**B. Changes to Key Officials.** If any Party makes a permanent change to a key official listed above, such Party must provide the other Parties with prompt written notice of such change.

## ARTICLE VII – EFFECTIVE DATE AND TERM

This Agreement becomes effective upon the date of last (latest) execution below and shall remain in full force and effect until the Project is completed unless terminated pursuant to Article VIII.

## **ARTICLE VIII – MODIFICATION AND TERMINATION**

- A.** This Agreement may be terminated by any Party by providing the other Parties with ninety (90) calendar days advance written notice. In the event that one Party provides the other Parties with notice of its intention to terminate, the Parties will meet and confer promptly (no later than 15 days after receipt of the notice) to discuss the reasons for the notice, to ascertain the ramifications and impacts of termination, and to consider options to resolve the reasons for termination and/or to mitigate the impacts of termination. In the event that such a meet and confer method results in a resolution of the issues that does not involve any change to the terms and conditions of this Agreement, the Parties shall implement the agreed upon measures to achieve resolution. In the event that such a meet and confer approach results in a resolution of the issues that would involve any change to the terms and conditions of this Agreement, the Parties shall develop and obtain the necessary approvals for an amendment to this Agreement. During the period in which the Parties are engaged in discussions, the 90 day notice period shall be tolled. If no satisfactory resolution can be reached via the meet and confer method, then the termination shall be effective once the remainder of the 90 day period has lapsed and any Party is free to pursue whatever remedies it may have at law or in equity.
- B.** All Eligible Project Costs incurred up to the date of termination shall be considered a part of the Project costs and shall qualify for reimbursement.
- C.** The Agreement may be modified by written instrument executed by all Parties.

## **ARTICLE IX – PROPERTY UTILIZATION**

All present and future alterations, additions, renovations, improvements, and installations permanently affixed to federally owned land will be owned by the United States.

## **ARTICLE X – LIABILITY**

- A.** To the extent authorized by applicable law, each Party will be responsible and liable for the acts or omissions of its officers or employees while acting within the scope of their office or employment.
- B.** The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- C.** Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a Party, shall be received and processed by the Party having responsibility for the particular injury-causing condition, under the law that governs such Party.

- D. This Agreement shall not be construed as a waiver of the sovereign immunity of the County, the Commonwealth of Virginia, or the United States of America.

#### ARTICLE XI – DISPUTE RESOLUTION

Any dispute between the Parties that cannot be resolved by the Project point of contacts shall be formally presented in writing to the Chief of Engineering for FHWA-EFL, the Superintendent of GWMP, the Chief Engineer of VDOT, and the County’s Director of Environmental Services for review and resolution. Any resolution of the dispute shall be reduced to writing signed by the reviewers. If the dispute cannot be resolved by the second level of review, then the matter may be presented to the Division Director of FHWA-EFL, the Regional Director of the National Capital Region for NPS, the Commissioner of Highways, and the County Manager.

#### ARTICLE XII – ANTI-DEFICIENCY

**A. United States/NPS/FHWA-EFL:**

Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate the NPS, the Department of the Interior, or the United States of America to spend funds on any particular project or purpose, even if funds are available.

**B. Commonwealth of Virginia/VDOT:**

All requirements for funds from the Commonwealth of Virginia are subject to appropriation by the General Assembly and allocation by the Commonwealth Transportation Board.

#### ARTICLE XIII – GENERAL PROVISIONS

**A. Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, gender identity or sex, and shall be conducted in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

**B. Member of Congress:** Pursuant to 41 U.S.C. § 22, no member of Congress shall be admitted to any share or part of this Agreement or any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

**C. Lobbying Prohibition:** Pursuant to 18 U.S.C. § 1913, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill,



measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such member or official, at his or her request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counterintelligence, intelligence, or national security activities. Violations of this section shall constitute violations of 31 U.S.C. § 1352(a).

- D. Third Parties Not to Benefit:** This Agreement does not grant rights or benefits of any nature to any third party.
- E. Assignment, Binding Effect:** None of the Parties may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.
- F. Compliance with Applicable Laws:** This Agreement and each Party's performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way affecting the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time, or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- G. Merger:** This Agreement, including any attachments hereto and/or documents incorporated by reference herein, contains the sole and entire agreement of the Parties concerning the subject matter of this Agreement.
- H. Waiver:** Failure to enforce any provision of this Agreement by any Party shall not constitute waiver of that provision. Waivers must be express and evidenced in a signed writing.
- I. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- J. Partial Invalidity:** If any provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XIV – AUTHORIZING SIGNATURES**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as verified by their signatures below.

*[Signatures Follow]*

DRAFT

**UNITED STATES OF AMERICA  
FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

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

Kurt Dowden  
Chief of Business Operations

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

DRAFT

**UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION**

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

Kym A. Hall  
Regional Director

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

DRAFT

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

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

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

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

DRAFT

**ARLINGTON COUNTY**

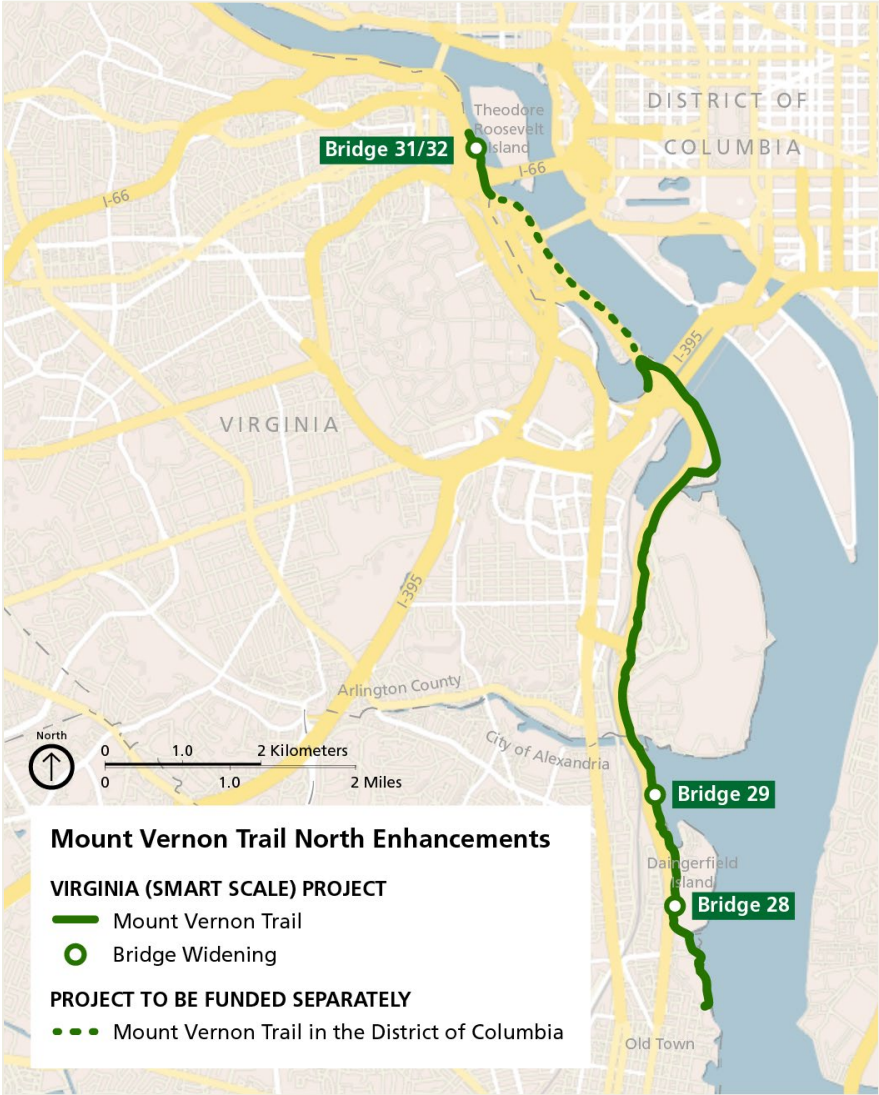
By: \_\_\_\_\_

Mark Schwartz  
County Manager

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

DRAFT

**APPENDIX A**





# Rail Industrial Access

Ashton Creek Industrial Park, LLC

Michael Todd, Director of Rail Programs

January 17, 2023







## Ashton Creek Industrial Park, LLC

- **Location:** Chesterfield County
- **Purpose:** Lessee, Commonwealth Building Materials (CBM) is the largest provider of construction products in Virginia. Ashton Creek Industrial Park is CBM's 8<sup>th</sup> location in VA.
- **Activity:** Rail is used to import sheetrock/drywall in mass quantities for distribution.



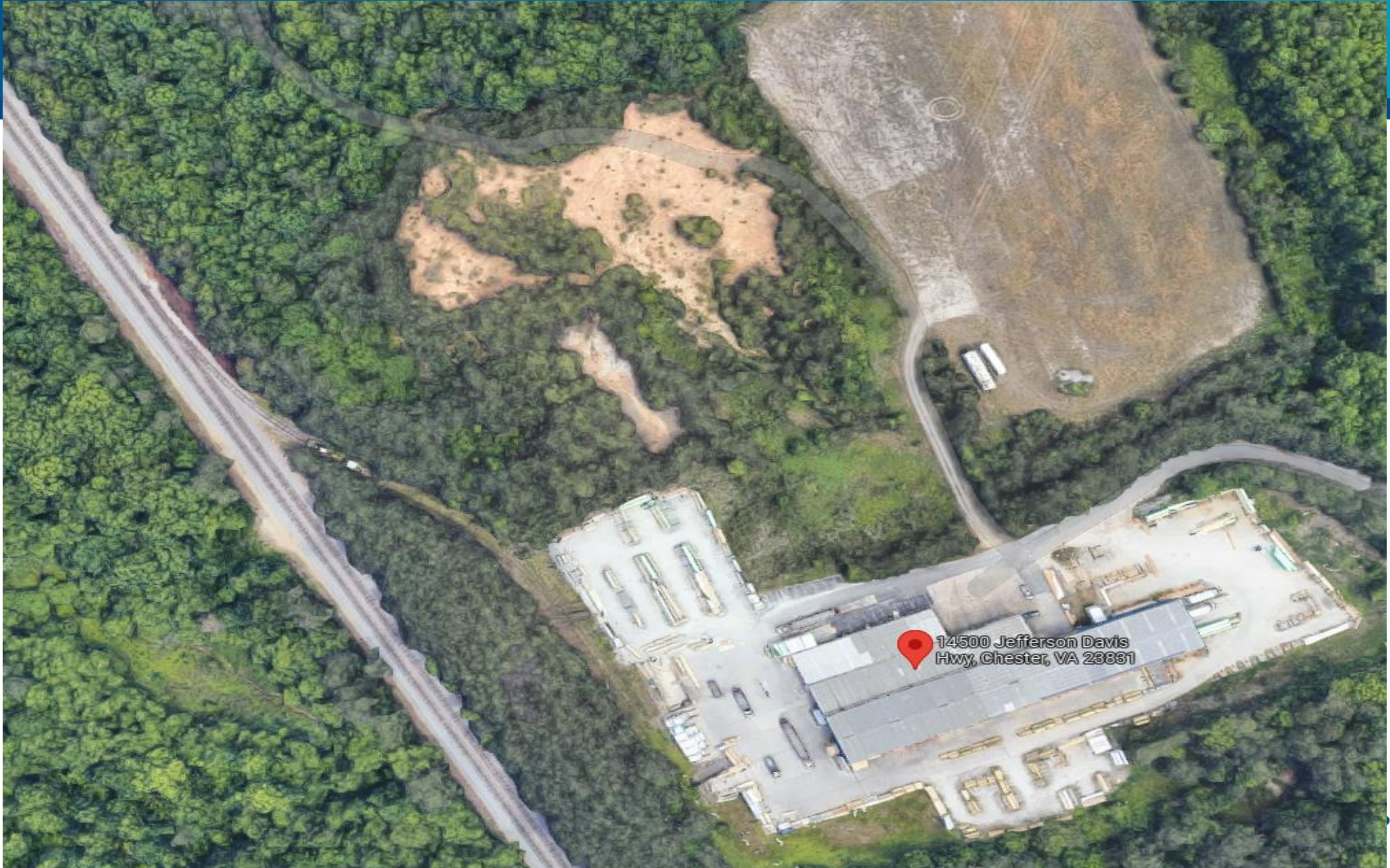
## Ashton Creek Industrial Park, LLC

### Request:

- \$450,000 (\$850,000 total rail cost)
- 1,320 feet of rehabilitation and installation of a new turnout
- \$3.55M Total Investment



# Site Location





NORTH

3050'±  
TO M.P. 15

4+00 END TRK  
A15.6(3)  
3+69.15 P.T.

$\Delta = 32^{\circ}20'27''$   
 $D = 120$   
 $L = 269.51'$   
 $T = 138.70'$   
 $E = 19.70'$

$\Delta = 18^{\circ}52'30''$   
 $D = 120$   
 $L = 157.29'$   
 $T = 79.51'$

1+20 P.C.

4+101 R/W

14+00 P.C.

6+47 = 0+00  
PROP. P.S.  
TRK. A15.6(3)

7+87.5  
PROP. P.S.  
PIT

9+08.5 TRK. A15.6(1)  
BUMP. POST

0+00 PROP.  
P.S.  
TRK. A15.6(1)  
INC. MP'S

1+50 C.S.  
F = 6.56'  
DERAIL 1+70  
-0.365

GRADE  
36" C.M.P.

$\Delta = 24^{\circ}35'59''$   
 $D = 120$   
 $L = 205.0'$   
 $T = 104.29'$   
 $E = 11.24'$

CSX R/W

TO ROCKY MT. →

100'

100'

E M.L. N.B.  
E M.L. S.B.

← TO RICHMOND

CSX R/W

5+47.29 P.T.

~ LEGEND ~

**CSX** TRANSPORTATION ENGINEERING DEPARTMENT

REVISIONS	PROPOSED TRACK'S
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# Project Benefits

- Carloads: 1,365 annual (0 existing)
- Employment: 18 new jobs  
Existing Economic Development Area  
Above Avg. Unemployment
- Funding: 47% private match for Rail Construction

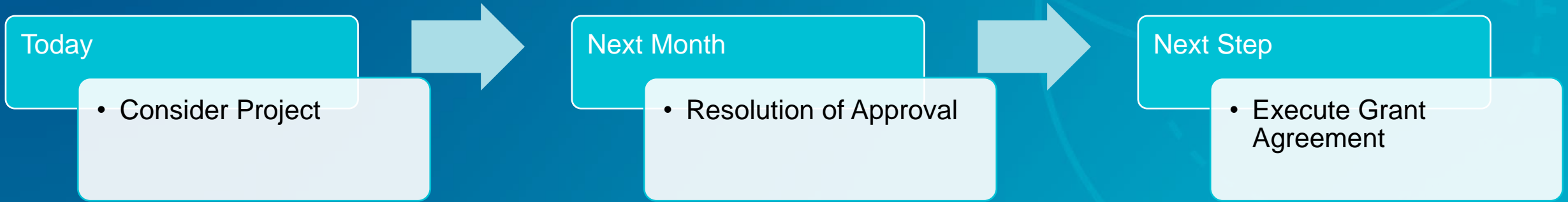


# Project Score

Categories	Score
Carloads	20
Jobs	8
Transportation % of Total Investment	4
Private % of Rail Investment	8
Local Unemployment	8
Economic Development Area	10
Shortline	0
<b>TOTAL</b>	<b>58</b>



# Recommendation



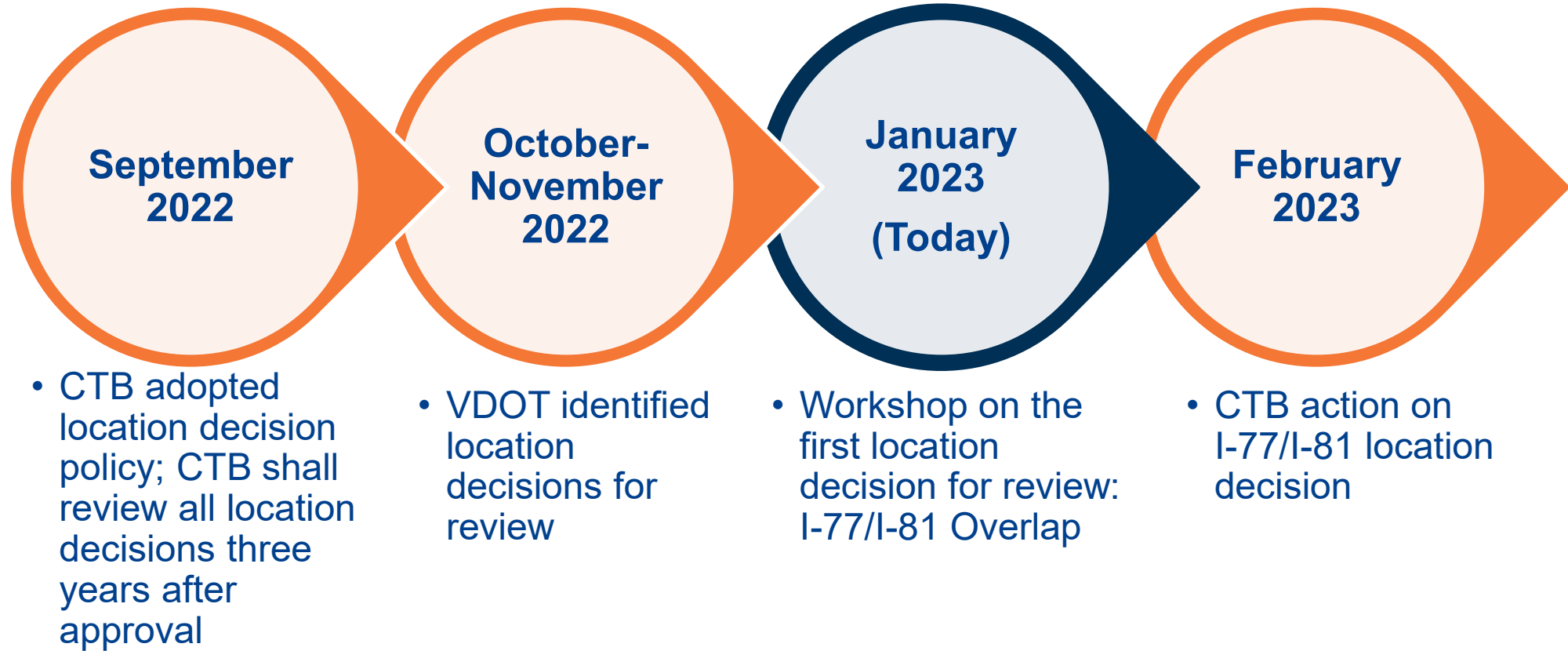
# I-77/I-81 OVERLAP LOCATION DECISION REVIEW

Chris Swanson, P.E., Environmental Division Director

January 17, 2023



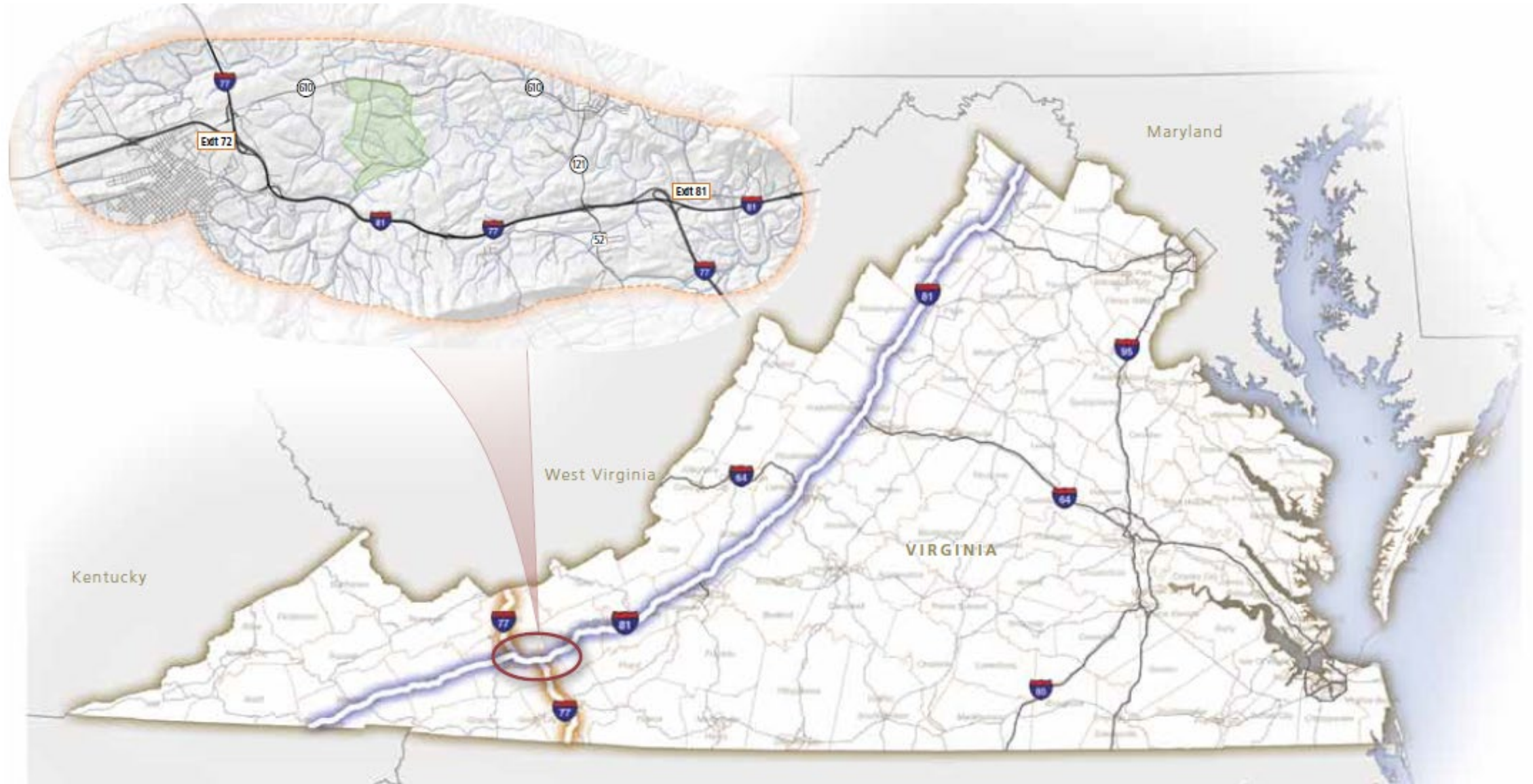
# LOCATION DECISION POLICY CONTEXT



## BACKGROUND OF NEPA REVIEW FOR THE I-81 CORRIDOR

- Tier 1 Environmental Impact Statement (EIS) in 2007 to identify appropriate improvement concepts for the 325-mile corridor.
- Tier 1 EIS study included consideration of highway and rail improvement concepts
- Tier 1 EIS decision advanced a highway widening concept (one or two additional lanes) along existing alignment
- EIS identified 8 segments along the I-81 corridor, two of which advanced for detail study
  - From Exit 72 (I-77) to Exit 81 (I-77) near Ft. Chiswell (the Overlap Area)
  - From Exit 118 (Route 460) near Christiansburg to Exit 143 (I-581) in Roanoke County

# STUDY AREA FOR TIER 2 NEPA REVIEW OF I-77/81 OVERLAP AREA



## PURPOSE AND NEED FROM TIER 2 NEPA DOCUMENT – I-77/81 OVERLAP

***“To increase roadway system capacity to address existing traffic volume and projected 2035 travel demand in order to improve the general operating conditions along this section of I-81 in Virginia”***

- Both the Town of Wytheville and Wythe County had improvements to the overlap in their respective Comprehensive Plans at the time affirming the Purpose and Need



# I-77/I-81: 2 CANDIDATE BUILD ALTERNATIVES ANALYZED



- Alternative A, would construct I-81 on a new four-lane location immediately north of the I-77/81 overlap section. The existing overlap would then be designated as I-77.
- Alternative B, would add one travel lane (and additional left/right shoulder width) in each direction thereby creating an eight-lane typical roadway section.

# ESTIMATED IMPACTS OF CANDIDATE BUILD ALTERNATIVES

- Location Decision Identified Alternative B as the Preferred Alternative

Potential Resource Impacts	Alternative A	Alternative B
Potential Residential Structure Acquisitions	33	27
Potential Commercial Structure Acquisitions	19	23
Estimated Stream Impacts (linear feet)	10,630	16,850
Estimated Wetland Impacts (acres)	5.82	4.27
Floodplains (acres)	39	47
Estimated Construction Cost (YOE 2019)	\$585M	\$457M

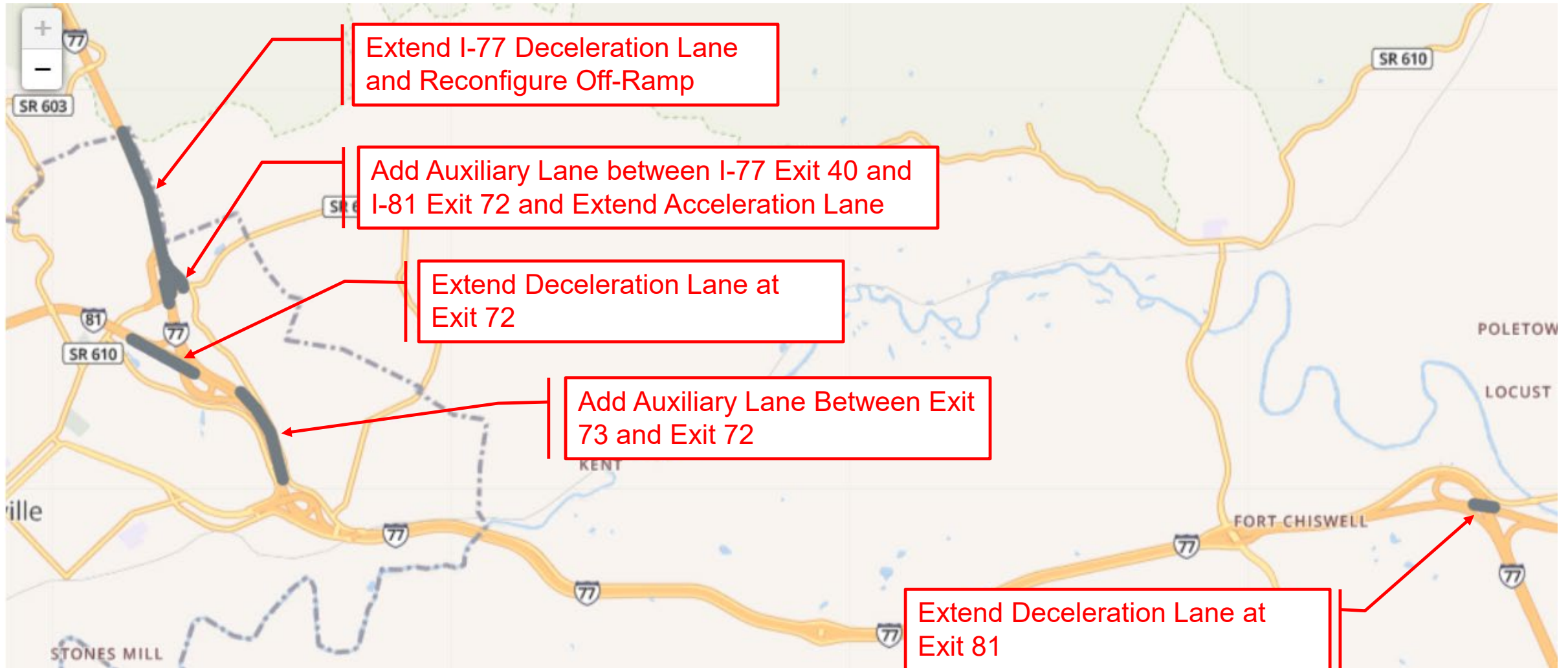
*As documented in the NEPA documentation, these numbers are based on high level estimates from public reports/mapping. Current practice is to field delineate potential impacts to better inform decision making in NEPA.*

# CTB I-77/I-81 OVERLAP LOCATION DECISION AND CURRENT STATUS

- Environmental Assessment was approved for public availability on July 26, 2011
- CTB issued location decision May 16, 2012
- The approved location (Alternative B) has sat idle, not advanced to further design or development since the CTB action
- The project is unfunded, and is no longer in the Constrained Long Range Transportation Plan (CLRP) or Six-Year Improvement Program (SYIP)
- Projects in the study area are advancing as part of the I-81 Corridor Improvement Program



# I-81 CORRIDOR IMPROVEMENT PROGRAM – TARGETED IMPROVEMENTS IN I-77/I-81 OVERLAP AREA





## PROPOSED CTB ACTION

In accordance with the CTB's Location Decision Policy the Board can:

- Affirm, modify or rescind location decisions three years after their respective approval date

Staff Recommendation - Rescind 2012 CTB Location Decision

- No funding identified to implement the approved location
- Encumbrance of property along the 9 miles of new location identified potentially impacting 27 residences and 23 commercial facilities
- NEPA re-evaluation and fiscal constraint would be required to advance the approved location, which would include CTB briefing(s) and the opportunity to issue a new location decision
- CTB has advanced targeted solutions in this area to address current needs



**DRPT**  
DEPARTMENT OF  
TRANSPORTATION

**DMV**  
www.dmvNow.com



**VDOT**  
Virginia Department of Transportation

**VIRGINIA**  
*SPACE*

# Preliminary FY 2024 – 2029 Commonwealth Transportation Fund (CTF) Six-Year Financial Plan

Laura Farmer, Chief Financial Officer

January 17, 2023

# Transportation Revenue Update

## ❑ State Revenue Update

- ❑ The updated December revenue forecast updated expected impacts to revenues through FY 2030, inclusive of FY 2024 – 2029 planning period
- ❑ Significant growth across three major revenue sources over previous expectations
  - ❑ Retail Sales and Use Tax – \$617 million
  - ❑ Motor Vehicle Sales and Use - \$473 million
  - ❑ Statewide Motor Fuels Tax - \$1.01 billion

## ❑ Federal Revenue

- ❑ Minor adjustments for full year of IJA Assumptions

# Transportation Revenue Estimate Updates

## *Value of revenue changes to the CTF since prior assumptions*

Details of Differences	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Retail Sales and Use Tax	\$ 83.9	\$ 73.1	\$ 87.3	\$ 116.6	\$ 122.7	\$ 133.8	\$ 617.4
Motor Vehicle Sales and Use Tax	(13.3)	(41.2)	89.3	125.4	147.9	164.9	473.0
Motor Fuels Tax	47.0	118.8	168.7	206.5	229.3	242.7	1,013.0
Aviation Fuels Tax	-	-	-	-	-	-	-
Road Tax	2.2	1.7	2.6	3.7	5.2	5.7	21.1
International Registration Plan	(5.0)	(4.4)	-	-	-	-	(9.4)
Registration Fees	(35.9)	(21.9)	(21.8)	(21.1)	(20.9)	(21.1)	(142.7)
State Insurance Premium Tax	-	10.7	10.7	12.4	13.2	12.0	59.0
Recordation Tax	(19.3)	(28.6)	(26.5)	(24.3)	(22.0)	(19.7)	(140.4)
Vehicle Rental Tax	7.0	6.1	5.1	4.5	3.9	4.0	30.6
Highway Use Fee	1.6	1.7	(0.2)	1.8	1.8	1.8	8.5
Miscellaneous Revenues to HMOF	0.4	0.4	0.4	0.4	0.4	0.4	2.4
	<b>\$ 68.6</b>	<b>\$ 116.4</b>	<b>\$ 315.6</b>	<b>\$ 425.9</b>	<b>\$ 481.5</b>	<b>\$ 524.5</b>	<b>\$ 1,932.5</b>

# Commonwealth Transportation Fund (CTF) Revenue Estimate

(in millions)

Sources of Funds	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Retail Sales and Use Tax	\$ 1,433.1	\$ 1,388.2	\$ 1,435.4	\$ 1,472.7	\$ 1,486.0	\$ 1,502.2	\$ 1,541.4
Motor Vehicle Sales and Use Tax	1,141.8	1,078.2	1,218.2	1,249.6	1,269.4	1,284.9	1,279.6
Motor Fuels Tax	1,407.7	1,499.5	1,561.2	1,611.7	1,657.4	1,701.1	1,744.2
Aviation Fuels Tax	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Road Tax	71.4	71.2	72.0	72.7	73.7	73.5	73.2
International Registration Plan	119.2	118.2	119.6	120.0	120.3	120.7	121.0
Registration Fees	200.7	218.4	219.5	221.4	221.0	221.4	221.8
State Insurance Premium Tax	202.5	214.5	223.5	235.2	246.4	256.0	256.0
Recordation Tax	61.7	52.4	54.5	56.7	59.0	61.3	61.3
Vehicle Rental Tax	38.8	38.4	38.4	38.4	38.4	39.1	39.7
Highway Use Fee	61.3	64.4	66.3	68.3	68.3	68.3	68.3
<b>Total Commonwealth Transportation Fund</b>	<b>\$ 4,740.2</b>	<b>\$ 4,745.4</b>	<b>\$ 5,010.6</b>	<b>\$ 5,148.7</b>	<b>\$ 5,241.9</b>	<b>\$ 5,330.5</b>	<b>\$ 5,408.5</b>

*December 2022 Forecast; Rental Tax excludes share dedicated to WMATA Capital*



# Commonwealth Transportation Fund (CTF)

## Preliminary Fiscal Years 2024 – 2029 Six-Year Financial Plan Overview

- ❑ The Six-Year Financial Plan (SYFP) identifies the planned funding for allocation to Highways, Rail, Transit, Ports, Aviation, DMV, and Space Flight
- ❑ The Preliminary Fiscal Years 2024 – 2029 SYFP allocates \$54.1 billion
- ❑ Includes the use of \$879 million of Route 58 Corridor Bonds and I-81 Financing
- ❑ Transfers \$5.96 billion to the three regions for transportation improvements and \$913 million in dedicated revenue for WMATA Capital Fund
- ❑ Includes \$570 million of dedicated fuel tax revenue for the I-81 Corridor Improvements
- ❑ Dedicates \$16.2 billion for Maintenance and Operations
- ❑ Provides \$17.1 billion for Construction

Approximately \$2.9 billion of Construction Funding represents Local and Regional Funding for Projects

# Commonwealth Transportation Fund Preliminary Fiscal Years 2024 – 2029 Six-Year Financial Plan Estimated Revenues (in millions)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2024-2029 Total	Previous FY 2023-2028	Difference
<b>State Transportation Revenues</b>									
Commonwealth Transportation Fund	\$ 4,804.0	\$ 5,010.6	\$ 5,148.7	\$ 5,241.9	\$ 5,330.5	\$ 5,408.5	\$ 30,944.2	\$ 28,318.8	\$ 2,625.4
General Fund	110.0	-	-	-	-	-	110.0	483.2	(373.2)
Prior year funding	-	-	-	-	-	-	-	191.4	(191.4)
Local & Regional Project Participation/Revenue	1,104.1	847.7	374.7	332.5	181.3	181.3	3,021.8	3,480.5	(458.8)
Other Fund Revenue	459.1	422.0	428.9	437.7	441.4	447.5	2,636.6	2,438.9	197.7
<b>Total</b>	<b>6,477.2</b>	<b>6,280.3</b>	<b>5,952.3</b>	<b>6,012.2</b>	<b>5,953.3</b>	<b>6,037.4</b>	<b>36,712.6</b>	<b>34,912.8</b>	<b>1,799.7</b>
<b>Federal Revenues</b>	<b>1,570.1</b>	<b>1,600.9</b>	<b>1,629.2</b>	<b>1,658.0</b>	<b>1,549.2</b>	<b>1,579.2</b>	<b>9,586.7</b>	<b>9,684.4</b>	<b>(97.8)</b>
<b>Total Revenues</b>	<b>8,047.3</b>	<b>7,881.2</b>	<b>7,581.4</b>	<b>7,670.2</b>	<b>7,502.4</b>	<b>7,616.6</b>	<b>46,299.2</b>	<b>44,597.2</b>	<b>1,702.0</b>
<b>Other Financing Sources</b>									
Interstate 81 Financing	258.2	-	-	394.6	-	-	652.8	652.8	-
GARVEE Bonds	-	-	-	-	-	-	-	19.2	(19.2)
Route 58	-	152.2	74.2	-	-	-	226.4	226.4	-
<b>Total</b>	<b>258.2</b>	<b>152.2</b>	<b>74.2</b>	<b>394.6</b>	<b>-</b>	<b>-</b>	<b>879.2</b>	<b>898.4</b>	<b>(19.2)</b>
<b>Total Operating Revenues and Other Financing Sources</b>	<b>\$ 8,305.5</b>	<b>\$ 8,033.4</b>	<b>\$ 7,655.6</b>	<b>\$ 8,064.8</b>	<b>\$ 7,502.4</b>	<b>\$ 7,616.6</b>	<b>\$ 47,178.4</b>	<b>\$ 45,495.6</b>	<b>\$ 1,682.8</b>
<b>Revenue Supporting Transfer Payments</b>									
Regional Transportation Funds	1,006.9	951.0	978.1	994.5	1,008.3	1,020.7	5,959.5	5,295.0	664.5
WMATA Capital Fund Revenue	152.3	150.4	151.2	152.0	153.1	154.2	913.3	814.6	98.7
<b>Grand Total</b>	<b>\$ 9,464.7</b>	<b>\$ 9,134.9</b>	<b>\$ 8,785.0</b>	<b>\$ 9,211.3</b>	<b>\$ 8,663.9</b>	<b>\$ 8,791.5</b>	<b>\$ 54,051.2</b>	<b>\$ 51,605.3</b>	<b>\$ 2,446.0</b>



# Commonwealth Transportation Fund Preliminary Fiscal Years 2024 – 2029 Six-Year Financial Plan Estimated Allocations (in millions)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2024-2029 Total	FY 2023- 2028 Total	Difference
Debt Service	\$ 412.1	\$ 424.8	\$ 437.6	\$ 430.3	\$ 416.9	\$ 411.4	\$ 2,533.1	\$ 2,476.8	\$ 56.37
Other Agencies & Transfers	49.3	50.5	50.6	51.8	52.0	53.3	307.5	303.5	4.08
Maintenance & Operations	2,726.7	2,590.9	2,644.7	2,702.0	2,760.6	2,763.1	16,188.1	15,246.1	942.0
Administration & Other Programs	598.4	603.6	580.1	589.3	601.3	613.5	3,586.1	3,318.9	267.2
Toll Programs	99.3	100.9	102.5	104.1	104.1	104.1	614.9	585.4	29.5
Special Structures	85.0	87.3	89.1	91.0	93.0	95.1	540.6	509.4	31.2
Public Transportation	616.4	600.5	610.5	622.0	635.0	647.0	3,731.5	3,725.4	6.1
Virginia Passenger Rail Authority	177.6	211.0	216.5	219.6	219.0	208.0	1,251.7	1,314.1	(62.4)
DRPT Rail Assistance	15.2	15.7	15.9	16.2	16.4	16.6	96.0	91.9	4.1
DRPT Administration	23.5	23.9	24.0	24.2	24.5	24.5	144.6	146.2	(1.7)
Port Trust Fund	57.7	60.2	61.3	62.4	63.5	64.4	369.5	340.3	29.2
Airport Trust Fund	34.7	36.2	36.9	37.5	38.2	38.7	222.3	206.0	16.3
Commonwealth Space Flight Fund	22.7	23.7	24.1	24.6	25.0	25.4	145.4	135.0	10.4
Department of Motor Vehicles	22.7	23.7	24.1	24.6	25.0	25.4	145.5	142.1	3.4
Construction	3,326.5	3,140.5	2,697.6	3,025.1	2,388.0	2,486.3	17,064.1	16,714.5	349.6
<b>Total Operating Programs</b>	<b>\$ 8,268.0</b>	<b>\$ 7,993.4</b>	<b>\$ 7,615.6</b>	<b>\$ 8,024.8</b>	<b>\$ 7,462.4</b>	<b>\$ 7,576.6</b>	<b>\$ 46,940.9</b>	<b>\$ 45,255.6</b>	<b>\$ 1,685.3</b>
Pass Through Programs									
WMATA Capital Fund	169.8	170.4	171.2	172.0	173.1	174.2	1,030.8	934.6	96.2
Central Virginia Transportation Fund	258.3	236.2	242.7	246.1	249.8	253.3	1,486.4	1,211.6	274.8
Northern Virginia Transportation Authority Fund	442.8	425.1	436.1	441.0	446.7	451.0	2,642.7	2,412.0	230.7
Hampton Roads Regional Transit Fund	41.3	37.7	38.2	38.8	39.3	39.5	234.8	245.1	(10.3)
Hampton Roads Transportation Fund	284.5	272.0	281.1	288.6	292.5	296.9	1,715.6	1,546.3	169.3
<b>Subtotal</b>	<b>1,196.7</b>	<b>1,141.4</b>	<b>1,169.3</b>	<b>1,186.5</b>	<b>1,201.4</b>	<b>1,214.9</b>	<b>7,110.3</b>	<b>6,349.6</b>	<b>760.7</b>
<b>Grand Total</b>	<b>\$ 9,464.7</b>	<b>\$ 9,134.9</b>	<b>\$ 8,785.0</b>	<b>\$ 9,211.3</b>	<b>\$ 8,663.9</b>	<b>\$ 8,791.5</b>	<b>\$ 54,051.2</b>	<b>\$ 51,605.2</b>	<b>\$ 2,446.0</b>



MPO Programmed Funding (RSTP/CMAQ) reflected in Construction in Draft 2024-2029 Allocations; Distribution reflected in Final SYIP



# 2023 Legislative Recommendations

- ❑ **2023 Budget Bill contains recommendations for transfer of funds to the Transportation Partnership Opportunity Fund (TPOF)**
  - ❑ *Item 452, Q. – Transfers \$100 million of the uncommitted balance of the Virginia Transportation Infrastructure Bank to the TPOF*
  - ❑ *Item 452, R. - Requires the CTB to provide \$200 million to TPOF from the revenue increases identified in the December 2022 revenue forecast of the Commonwealth Transportation Fund during the FY 2024 – 2029 period.*
    - ❑ *For planning purposes, this dedication is assumed in the Six-Year Financial Plan as \$50 million annually, FY 2026 – 2029 off the top of the CTF and allocated to the Construction Program.*
  
- ❑ **Companion legislation will allow these funds to be directed by the Governor for transportation projects determined to be necessary to support major economic development initiatives or to enhance the economic development opportunities of the Commonwealth's transportation programs when recommended by the Secretary of Transportation and Secretary of Commerce and Trade from TPOF**

# VDOT Program Updates

- ❑ **Experience with fuel and asphalt contract adjustments indicates a need to prepare for FY 2024**
  - **Recommend one-time additional allocation for VDOT Maintenance Program of \$77 million**
  - **Corresponding share of localities is \$23.1 million**
  - **Continued monitoring**
- ❑ **Supplemental funding provided to address ordinary maintenance needs and additional assets that need repair**
  - **Recommend one-time additional allocation for VDOT Maintenance Program of \$70 million**
  - **Corresponding share of localities is \$21.0 million**

# VDOT Program Updates

- ❑ **Additional funding for Information Technology Needs – FY 2024 – 2025 - \$20.1 million**
  
- ❑ **Security Operations Compliance Activities - \$3.2 million annually**
  
- ❑ **Funding necessary to support P3 Procurement Activities estimated for 495 Southside Express Lanes - \$52 million**
  - **Potential for future recovery in procurement**
  
- ❑ **Study activities - \$20 million in FY 2024; \$10 million in FY 2025**

# Assumptions for Highway Construction Programs

- Revenue Sharing Program continues the re-allocation of funds through FY 2024 as granted by the flexibility provided during COVID period. Funds available in FYs 2025 – 2029 are \$100 million annually.

(in millions)	2021	2022	2023	2024	2025	2026	2027	2028	2029	FY 2024-2029 Total
Revenue Sharing Allocation for Previously allocated Revenue Sharing Projects (\$445.1 million) – COVID-19 Mitigation Strategy	\$99.6	\$110.1	\$127.3	\$108.1						\$108.1
Advance allocation of Revenue Sharing provided in FY 2025/2026 previously (\$200 million)		\$30.0	\$70.0	\$100.0						100.0
Annual Revenue Sharing Allocation					\$100.0	\$100.0	\$100.0	\$100.0	\$100.0	500.0
<b>TOTAL</b>	\$99.6	\$140.1	\$197.3	\$208.1	\$100.0	\$100.0	\$100.0	\$100.0	\$100.0	\$708.0

- The Innovation and Technology Transportation Fund (ITTF) funding from the High Priority Projects Program is \$25 million annually
- Unpaved Roads funding is \$25 million annually from the District Grant Program

# Assumptions for Highway Construction Programs

## State of Good Repair – 30%

	(in millions)						
	2024	2025	2026	2027	2028	2029	TOTAL
State of Good Repair Allocation	\$265.5	\$384.2	\$411.2	\$419.6	\$430.5	\$459.3	<b>\$2,370.3</b>
<i>Difference from Previous Assumptions</i>	<i>(78.3)</i>	<i>6.3</i>	<i>36.3</i>	<i>50.1</i>	<i>60.6</i>	<i>459.3</i>	<b>534.4</b>

Eligible Pavement and Bridge Projects for the FY 2024-2029 SYIP have been published on VDOT’s website in accordance with § 33.2-214.2., C.

Previous SYIP Programming: Paving is allocated to projects in the first year of the SYIP. Bridge funding is programmed through FY 2028 with some unallocated balances in most districts in FY 2028.

# Assumptions for Highway Construction Programs

## Interstate Operations and Enhancement Program (IOEP) – 20%

		(in millions)								
	Share of Truck VMT	2024	2025	2026	2027	2028	2029	TOTAL	FY 2023-2028 SYFP Total	Difference
Interstate 81 – Fuel Tax	N/A	\$88.1	\$91.5	\$94.4	\$96.5	\$98.7	\$100.9	<b>\$570.1</b>	<b>\$489.3</b>	<b>\$80.8</b>
Interstate 81	43.7%	77.1	111.9	119.7	122.2	125.4	133.8	<b>690.1</b>	<b>630.2</b>	<b>59.9</b>
NVTA	8.8%	15.5	22.5	24.1	24.6	25.3	26.9	<b>139.0</b>	<b>121.3</b>	<b>17.7</b>
Interstate 95	18.0%	31.9	46.3	49.5	50.5	51.8	55.3	<b>285.2</b>	<b>238.1</b>	<b>47.1</b>
Interstate 64	11.0%	19.5	28.3	30.2	30.9	31.7	33.8	<b>174.3</b>	<b>171.0</b>	<b>3.4</b>
Interstate Improvements	18.5%	32.5	47.2	50.5	51.5	52.9	56.4	<b>291.0</b>	<b>283.6</b>	<b>7.4</b>
<b>Difference from Previous Assumptions</b>										
Interstate 81 – Fuel Tax	N/A	8.1	10.8	13.0	13.3	13.5	100.9	<b>159.6</b>		
Interstate 81	43.5%	(23.1)	1.8	10.6	14.6	17.6	133.8	<b>155.3</b>		
NVTA	8.4%	(3.7)	1.4	3.1	3.9	4.5	26.9	<b>36.2</b>		
Interstate 95	18.0%	(5.9)	4.7	8.3	9.9	11.2	55.3	<b>83.4</b>		
Interstate 64	11.7%	(7.6)	(1.5)	0.7	1.8	2.5	33.8	<b>29.7</b>		
Interstate Improvements	18.4%	(12.4)	(2.2)	1.5	3.3	4.5	56.4	<b>51.1</b>		

# Assumptions for Highway Construction Programs

## Virginia Highway Safety Improvement Program (VHSIP) – 10%

	(in millions)								
	2024	2025	2026	2027	2028	2029	TOTAL	FY 2023-2028 SYFP Total	Difference
Safety Allocation	\$88.2	\$128.1	\$137.1	\$139.9	\$143.5	\$153.1	<b>\$789.8</b>	<b>\$747.1</b>	<b>\$42.7</b>
<i>Difference from Previous Assumptions</i>	(26.4)	2.1	12.1	16.7	20.2	153.1	<b>177.9</b>		

Previous SYIP Programming: VHSIP Funding in FY 2028 remained unallocated to projects. There are balances available across the planning period due to previous uplift in assumptions.

# Assumptions for Highway Construction Programs

## High Priority Projects Program (HPPP) – 20%

	(in millions)						
	2024	2025	2026	2027	2028	2029	TOTAL
High Priority Projects Program (HPPP)	\$176.4	\$256.1	\$274.1	\$279.7	\$287.0	\$306.2	\$1,579.6
<i>Difference from Previous Assumptions</i>	(52.7)	4.2	24.2	33.4	40.4	281.2*	330.7

*\*Removes/reserves ITTF Allocation of \$25 million from Difference in FY 2029*



# Assumptions for Highway Construction Programs

## District Grant Program (DGP) – 20%

	(in millions)						
	2024	2025	2026	2027	2028	2029	TOTAL
<b>District Grant Program (DGP)</b>							
Formula Distribution	\$176.4	\$256.1	\$274.1	\$279.7	\$287.0	\$306.2	<b>\$1,579.6</b>
Supplemental DGP Funding from Fuel Tax Revenue	126.5	124.8	128.7	132.3	135.8	138.8	<b>784.9</b>
<b>Subtotal – DGP</b>	<b>\$302.9</b>	<b>\$380.9</b>	<b>\$402.8</b>	<b>\$412.0</b>	<b>\$422.8</b>	<b>\$445.0</b>	<b>\$2,363.8</b>
<i>Difference from Previous Assumptions</i>							
<i>Formula Distribution</i>	(52.8)	4.2	24.2	33.4	40.4	281.2*	330.7
<i>Supplemental DGP Funding from Fuel Tax Revenue</i>	18.4	18.6	21.7	23.8	25.3	138.8	247.6
	<b>(\$34.4)</b>	<b>\$22.8</b>	<b>\$45.9</b>	<b>\$57.2</b>	<b>\$65.7</b>	<b>\$420.0</b>	<b>\$577.3</b>

**\*Removes/reserves Unpaved Roads Allocation of \$25 million from Difference in FY 2029**

# Estimated Allocations available for SMART SCALE Round 5

- ❑ There is a difference between VDOT’s recent updates for inflation assumptions and those used to develop SMART SCALE Applications.
- ❑ Recommended reserve of 12% of available funds to address potential budget increases on selected projects.
- ❑ Review of selected projects will begin to determine whether the existing contingency built into the estimate is sufficient to cover the impact of inflation or whether additional funds are likely to be needed for the project.
  - Based on this review, the reserve will be adjusted prior to the approval of the Consensus Scenario in May.

(in millions)	Funds Available	Recommended Reserve for Inflation/Contingency	Total Recommended
<b>High Priority Projects Program (HPPP)</b>			
Difference from Previous Assumptions	\$330.7		
Balance Entry from previously adopted SYIP	302.1		
<b>TOTAL</b>	<b>\$632.9</b>	<b>(\$75.9)</b>	<b>\$556.9</b>

# Estimated Allocations available for SMART SCALE Round 5

(in millions)	Funds Available	Recommended Reserve for Inflation/Contingency	Total Recommended
District Grant Program (DGP)			
Difference from Previous Assumptions			
Formula Distribution	330.7		
Supplemental DGP Funding from Fuel Tax Revenue	247.6		
Balance Entry from previously adopted SYIP	720.6		
<b>TOTAL</b>	<b>\$1,297.9</b>	<b>(\$155.7)</b>	<b>\$1,142.1</b>
<b>GRAND TOTAL HPPP and DGP AVAILABLE FOR SMART SCALE ROUND 5</b>			
			<b>\$1,699.0</b>

# Next Steps

- Project reviews to determine amount of reserves needed**
  
- Monitor actions by 2023 General Assembly and impact to transportation funding and spending**
  
- Future Updates**
  - Additional of recent federal earmarks**
  - Toll facility assumptions based on revenue performance**





COMMONWEALTH *of* VIRGINIA  
*Office of the*  
SECRETARY *of* TRANSPORTATION

**SMART SCALE  
FY 2024 (Round 5)**

Brooke Jackson, P.E. – SMART SCALE Program Manager  
Office of Intermodal Planning and Investment  
January 17, 2023



# SMART SCALE Summary

PROJECT APPLICATIONS	FY 2017 ROUND 1	FY 2018 ROUND 2	FY 2020 ROUND 3	FY 2022 ROUND 4	FY 2024 ROUND 5 (STAFF SCENARIO)
Submitted	321	436	468	406	413
Scored	287	404	433	397	394
Funded	162	147	134	167	152
Total Funding Requested	\$7.2 B	\$9.7B	\$7B	\$6.3B	\$8.3B
Total Funding Allocated	\$1.42B	\$1.03B	\$0.86B	\$1.39B	\$1.53B
Value of Projects Supported	\$2.65B	\$2.35B	\$5.08B	\$1.92B	\$2.3B

# SMART SCALE Background

- SMART SCALE is the decision support tool that was developed to provide the prioritization process required by 33.2-214.1
- Projects submitted for consideration are first screened for eligibility and readiness, and if eligible and ready, scored to determine the benefits of the project
- The benefits are then presented relative to the cost of the project or strategy

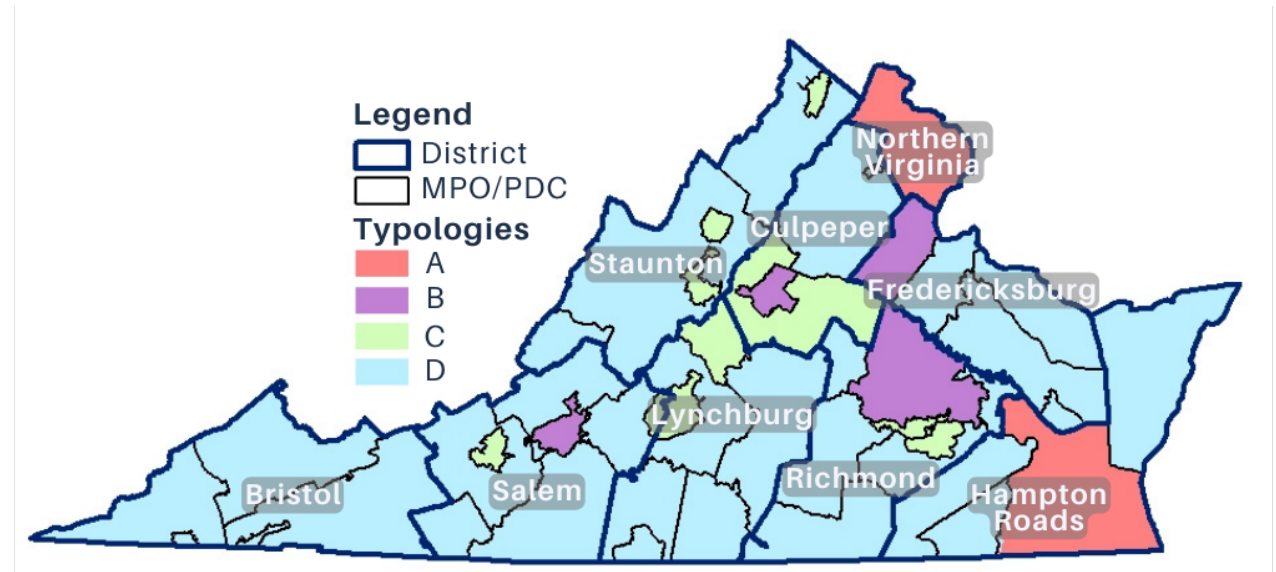
$$\text{SMART SCALE Score} = \frac{\text{Benefit Score}}{\text{Requested \$}}$$

- The CTB considers the computed scores in determining which projects to fund



# Evaluation Factors and Weighting

<b>Safety</b>	Reduce the number and rate of fatalities and severe injuries
<b>Congestion</b>	Reduce person-hours of delay and increase person throughput
<b>Accessibility</b>	Increase access to jobs and travel options
<b>Land Use</b>	Support transportation-efficient land development patterns
<b>Economic Development</b>	Support economic development and improve goods movement
<b>Environment</b>	Improve air quality and avoid impacts to the environment



Factor	Safety	Congestion	Accessibility	Land Use	Economic Development	Environment
Type A	5%	45%	15%	20%	5%	10%
Type B	20%	15%	20%	15%	20%	10%
Type C	25%	15%	15%	10%	25%	10%
Type D	30%	10%	10%	10%	30%	10%

# Scorecards

- Virginia Code § 33.2-214.2. Transparency in the development of the Six-Year Improvement Program, statewide prioritization process, and state of good repair program.
- No later than 150 days prior to a vote to include projects or strategies evaluated pursuant to § 33.2-214.1 in the Six-Year Improvement Program, the Office of Intermodal Planning and Investment shall make public, in an accessible format,
  - (i) a recommended list of projects and strategies for inclusion in the Six-Year Improvement Program based on the results of such evaluation;
  - (ii) the results of the screening of candidate projects and strategies, including whether such projects are **located on a primary evacuation route**;
  - (iii) whether a project **has been designed to be or the project sponsor has committed that the design will be resilient**; and
  - (iv) the results of the evaluation of candidate projects and strategies, including the weighting of factors and the criteria used to determine the value of each factor.

# Sample Scorecard

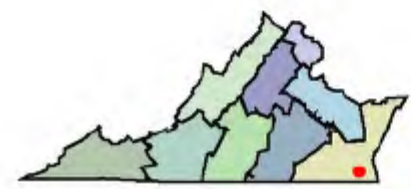


## Kempsville Rd and Battlefield Blvd Intersection Improvements Project Id: 9146

This project proposes to add a channelized westbound right-turn lane on Kempsville Road at Battlefield Boulevard for vehicles accessing the southbound Great Bridge Bypass/Oak Grove Connector (Bypass) on-ramp to reduce congestion at the intersection. Vehicles turning right to proceed northbound on Battlefield Boulevard or the Bypass will still turn right at the existing signal. The southbound Bypass on-ramp acceleration lane length will also be extended to meet current design standards and improve the operations of merging traffic on the Bypass.

<b>7.4</b> SMART SCALE SCORE	<b>#68</b> OF 394 STATEWIDE	SMART SCALE Requested Funds	\$27,310,700
	<b>#16</b> OF 54 DISTRICTWIDE	Total Project Cost	\$27,310,700
		Project Benefit	20.2
		Project Benefit / Total Cost	7.4

- Submitting Entity: Chesapeake City
- Preliminary Engineering: Not Started
- Right of Way: Not Started
- Construction: Not Started
- Eligible Fund Program: BOTH
- Evacuation Route: No
- Resiliency Commitment: Yes
- VTRANS Need: RN, Safety



SMART SCALE Area Type A														
Factor	Congestion Mitigation		Safety		Accessibility			Economic Development		Environment		Land Use		
	Increase in Peak Period Person Throughput	Reduction in Peak Period Delay	Reduction in Fatal and Injury Crashes	Reduction in Fatal and Injury Crash Rate	Increase in Access to Jobs	Increase in Access to Jobs for Disadvantaged Populations	Increase in Access to Multimodal Travel Choices	Square Feet of Commercial/Industrial Development Supported	Tons of Goods Impacted	Improvement to Travel Time Reliability	Potential to Improve Air Quality	Impact to Natural and Cultural Resources	Support of Transportation-Efficient Land Development	Support of Transportation-Efficient Land Development
Measure Value	1,567.7	131.3	26.3	641.7	59.0	58.2	0.0	0.0	5,175.3	21,031,000.0	0.3	0.7	6.9	3.6
Normalized Measure Value (0-100)	63.3	12.8	4.8	0.4	10.9	12.6	0.0	0.0	0.1	0.4	0.3	0.2	10.0	5.1
Measure Weight (% of Factor)	50%	50%	70%	30%	60%	20%	20%	60%	20%	20%	100%	.	50%	50%
Factor Value	38.1		3.4		9.0			0.1		0.3		7.6		
Factor Weight (% of Project Score)	45%		5%		15%			5%		10%		20%		
Weighted Factor Value	17.1		0.2		1.4			0.0		0.0		1.5		
Project Benefit	20.2													
SMART SCALE Cost	\$27,310,700													
SMART SCALE Score (Project Benefit per \$10M SMART SCALE Cost)	7.4													

# Funding Distribution for FY 2024 (Round 5) – \$ in millions

District	District Grant	12% Inflation Contingency	Amount Available
Bristol	\$135.5	-\$16.3	\$119.2
Culpeper	\$138.1	-\$16.6	\$121.6
Fredericksburg	\$161.3	-\$19.4	\$142.0
Hampton Roads	\$210.7	-\$25.3	\$185.4
Lynchburg	\$144.4	-\$17.3	\$127.0
Northern Virginia	\$141.9	-\$17.0	\$124.8
Richmond	\$201.9	-\$24.2	\$177.7
Salem	\$100.6	-\$12.1	\$88.5
Staunton	\$63.5	-\$7.6	\$55.9
<b>District Grant Programs (DGP) Total</b>	<b>\$1,297.9</b>	<b>-\$155.7</b>	<b>\$1,142.1</b>
<b>High Priority Projects Program (HPPP) Total</b>			<b>\$632.9</b>
<b>HPPP 12% Inflation Contingency</b>			<b>-\$75.9</b>
<b>HPPP Available</b>			<b>\$556.9</b>
<b>Grand Total Available FY 2024 (Round 5)</b>			<b>\$1,699.0</b>

# Project Selection Process

- Step 1 – Fund top-scoring projects within each district eligible for Highway Construction District Grant Program (DGP) funds **using DGP funds** until the remaining funds are insufficient to fund the next highest-scoring project.
  - DGP eligibility pertains to localities addressing a VTrans need
- Step 2 – Fund top-scoring projects within each district that would have otherwise been funded with available DGP funds, but were not because they are only eligible for High Priority Projects Program (HPPP) funds, **using HPPP funds**, as long as their SMART SCALE cost does not exceed the total amount of DGP funds available to be programmed based on their rank.
  - HPPP eligibility pertains to localities, transit agencies, and regional entities addressing a VTrans need on either a Corridor of Statewide Significance (CoSS) or a Regional Network (RN)
- Step 3 – Fund projects with a benefit relative to SMART SCALE score greater than an established threshold based on the highest project benefit using **HPPP funds** until funds are insufficient to fund the next unfunded project with the highest project benefit.

Six-Year Improvement Program Development Policy (Approved: 12/7/2016)



# Staff Recommended Funding Scenario Summary - \$ in millions

District	Number of Applications	DGP Available (Millions)	HPPP Available	Step 1		Step 2		Step 3		Funded in Staff Scenario	Total Allocated (Millions)
				DGP Allocated (Millions)	DGP Remaining (Millions)	HPPP Allocated (Millions)	HPPP Remaining (Millions)	HPP Allocated (Millions)	HPP Remaining (Millions)		
Bristol	22	\$119.2		\$99.5	\$19.8	\$32.8		\$0.0		14	\$132.2
Culpeper	38	\$121.6		\$115.8	\$5.8	\$36.4		\$0.0		13	\$152.2
Fredericksburg	46	\$142.0		\$139.5	\$2.4	\$52.3		\$0.0		24	\$191.8
Hampton Roads	54	\$185.4		\$178.0	\$7.4	\$8.5		\$0.0		28	\$186.5
Lynchburg	29	\$127.0		\$118.1	\$8.9	\$6.7		\$0.0		12	\$124.8
Northern Virginia	32	\$124.8		\$115.8	\$9.0	\$0.0		\$0.0		12	\$115.8
Richmond	83	\$177.7		\$163.1	\$14.6	\$74.4		\$0.0		20	\$237.5
Salem	49	\$88.5		\$82.1	\$6.4	\$51.3		\$0.0		13	\$133.5
Staunton	40	\$55.9		\$53.3	\$2.6	\$12.1		\$31.1		15	\$96.4
CTB: Multi-District	1	-		\$0.0	\$0.0	\$0.0		\$161.4		1	\$161.4
Statewide HPPP			\$556.9				\$282.6		\$90.1		
<b>Total</b>	<b>394</b>	<b>\$1,142.1</b>	<b>\$556.9</b>	<b>\$1,065.3</b>	<b>\$76.9</b>	<b>\$274.3</b>	<b>\$282.6</b>	<b>\$192.5</b>	<b>\$90.1</b>	<b>152</b>	<b>\$1,532.1</b>

<b>Available Funding</b>	<b>\$1,699.0</b>
<b>Remaining Amount</b>	<b>\$167.0</b>

## Summary of Principal Improvement Type - \$ in millions

Principal Improvement Type	Applications Scored	Request	Percent of Request	Funded in Staff Scenario	Funding Allocated	Percent of Funded
Highway	294	\$7,225.7	86.9%	101	\$1,195.8	78.1%
Bike/Pedestrian	97	\$1,073.1	12.9%	48	\$316.7	20.7%
Rail Transit	0	\$0.0	0.0%	0	\$0.0	0.0%
Bus Transit	3	\$19.6	0.2%	3	\$19.6	1.3%
Rail Freight	0	\$0.0	0.0%	0	\$0.0	0.0%
Grand Total	394	\$8,318.4		152	\$1,532.1	\$1,532.1

# Staff Recommended Scenario - Bristol

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9173	Commonwealth Ave & Euclid Ave Intersection Improvements	Bristol MPO	\$4,285,117	21.79	2
9142	US 58 at Delhart Rd Turn Lane Improvements	Grayson County	\$5,787,181	8.64	1
9248	College Ave. at Bluefield College Dr. Left-Turn Improvements	Bluefield Town	\$3,866,120	8.59	1
9160	US 23 Access Management and Turn Lane Improvements	Kingsport MPO	\$9,191,094	6.39	2
9203	Park Avenue and 11th St Improvements	Norton City	\$6,409,451	5.54	1
8987	Gilley Ave Turn Lanes and Access Management Improvements	LENOWISCO PDC	\$4,528,939	4.92	2
9224	Intersection Improvements at Rte 879 and Dr Thomas Walker Rd	Lee County	\$1,274,630	4.74	1
9194	US 23 at Chapel St Safety and Railroad Crossing Improvements	Scott County	\$7,389,395	4.59	1
9118	MLK Jr Blvd, Birch St, and Moore St Intersection Improvement	Bristol City	\$12,199,236	4.45	1
9145	US 460 at US 19 Intersection Improvements	Tazewell County	\$26,609,204	4.14	1
9121	US 58 Alt Turn Lane Improvements at Sundown Drive	Cumberland Plateau PDC	\$3,637,078	3.57	2
9163	Route 19 Corridor and Intersection Improvements	Mount Rogers PDC	\$11,133,168	2.41	2
9247	College Avenue and Route 720 Intersection Improvements	Bluefield Town	\$9,160,466	2.30	1
9264	US-11/US-58 Intersection and Corridor Improvements	Washington County	\$26,774,808	2.01	1
	<b>Total Staff Recommended - 14</b>	<b>Total</b>	<b>\$132,245,887</b>		



# Staff Recommended Scenario - Culpeper

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9137	Rt. 3, Rt. 669 Intersection Improvement (Partial R-Cut)	Culpeper County	\$4,686,393	11.63	1
9178	Avon Street Multimodal Improvements	Charlottesville-Albemarle MPO	\$15,807,317	8.46	2
9171	Route 230 & Route 687 Intersection Improvements	Madison County	\$11,320,633	7.89	1
8942	Orange Rd / Fredericksburg Rd Roundabout	Culpeper Town	\$12,796,616	7.66	1
9284	Old Brandy Road Sidewalk Extension	Culpeper Town	\$8,292,885	7.11	1
9272	Route 28 & Station Drive - Roundabout	Fauquier County	\$9,254,511	6.63	1
9289	Orange Road Sidewalk Extension	Culpeper Town	\$8,592,462	6.40	1
9331	US250/Peter Jeff. Pkwy Intersection Imprvmnts & Access Mngmnt	Thomas Jefferson PDC	\$20,546,717	6.02	2
9124	Rt. 229 and Rt. 621 Roundabout	Culpeper County	\$10,042,765	5.94	1
9158	W Lee/US17BusN/Winchester Intersection Improvement	Warrenton Town	\$14,890,760	5.44	1
9159	Pipeline Project Lee Hwy/Blackwell Road Safety Improvement	Warrenton Town	\$14,066,640	5.26	1
9144	Belvedere Boulevard and Rio Road Intersection Improvements	Albemarle County	\$4,890,328	4.58	1
9059	Route 3 / Route 20 Intersection Improvements	Orange County	\$16,980,924	4.25	1
	<b>Total Staff Recommended - 13</b>	<b>Total</b>	<b>\$152,168,951</b>		

# Staff Recommended Scenario – Fredericksburg (1 of 2)

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9350	Rt 17-Woods CrossRd-Davenport Rd Roadway Improvements (RCUT)	Middle Peninsula PDC	\$4,037,924	32.08	2
9418	Rt 33 / Rt 678 Centerville Rd Roadway Improvements RCUT	King & Queen County	\$3,536,148	12.73	1
9417	Rt 33/Rt 605 (York River Rd) EB RTL Conflict Warning System	King & Queen County	\$2,474,138	11.14	1
9476	Express Commuter Transit Service to Dahlgren	Fredericksburg City	\$4,108,075	10.11	1
9433	Dixon Park Connector - Multimodal Improvements	Fredericksburg City	\$9,337,209	8.55	1
9077	US1/Hood Dr/Mine Rd (Rte 636) Roadway and Ped Improvements	Spotsylvania County	\$12,862,010	7.86	1
9444	Rte 17 / Main St Intersection Modifications	Gloucester County	\$2,704,253	7.63	1
9030	US 1-Layhill Road Roadway and Ped Improvements	George Washington RC	\$6,964,521	6.47	2
9022	VCR Regional Project - Multimodal Improvements	Fredericksburg Area MPO	\$16,598,891	5.75	2
9308	King William-Rt 360-Rt 611(Venter Rd-Walnut) Roadway Improv.	King William County	\$4,115,656	5.40	1
9075	US 1 and I-95 (NB and SB) Improvements at Exit 126	Spotsylvania County	\$6,161,309	5.36	1
9477	Rte 3(Twiggs Ferry Rd)-Rt 630(Stampers Bay Rd) (Roundabout)	Middlesex County	\$6,755,697	5.02	1
9491	Rte 3 - Rte 198 Roadway Improvements (Roundabout)	Mathews County	\$7,816,672	4.53	1
9374	Rte 1SB Widening with Pedestrian Accommodations	Spotsylvania County	\$8,929,699	4.46	1

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## Staff Recommended Scenario – Fredericksburg (2 of 2)

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9414	Rte 360/Rte 647 (Mill Rd) Roadway Improvements	King William County	\$1,929,466	4.38	1
9494	Rte 615-Rte 605 Roadway Improvements	Lancaster County	\$3,221,596	4.26	1
9032	Dixon St(US 17 Bus) near Dixon Park Roadway & Multimodal Imp	George Washington RC	\$6,434,208	4.10	2
9026	US 1 Bike & Ped Facilities from Harrison Rd to Kings Mill Dr	Lancaster County	\$14,187,435	4.04	2
9493	Rte 3-Rte 1036 (Harris Rd) Roadway Improvements (Turn Lanes)	Fredericksburg Area MPO	\$3,040,355	3.96	1
9449	Lafayette Blvd - Rte 3 Roadway Improvements	Fredericksburg City	\$7,725,756	3.75	1
9029	American Legion Rd/Eskimo Hill Rd Turn Lanes to Rte 1	George Washington RC	\$4,069,554	3.45	2
9074	US 2/17 Benchmark Road Intersection Improvements	Spotsylvania County	\$10,656,974	3.12	1
9474	Rte 3-Regent Road Roadway Improvements (Turn Lanes)	Middlesex County	\$4,267,877	3.08	1
8981	SR-610 Widening SR-648 to SR-751 & Multimodal Improvements	Stafford County	\$39,888,386	2.94	1
	<b>Total Staff Recommended - 24</b>	<b>Total</b>	<b>\$191,823,809</b>		

# Staff Recommended Scenario – Hampton Roads (1 of 2)

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
8952	Windsor to Suffolk Commuter Bus Service	Suffolk Transit	\$408,116	155.69	2
9249	Brambleton Avenue/Tidewater Drive Intersection Improvements	Norfolk City	\$1,951,160	86.07	1
9259	Dovercourt Road Pedestrian Improvements	Norfolk City	\$934,682	55.69	1
9286	Southside Bicycle and Pedestrian Improvements	Norfolk City	\$3,606,814	38.05	1
9432	Route 17/Rich Road Access Management	York County	\$558,379	28.05	1
9306	Ocean View Ave Ped Improvements	Norfolk City	\$2,473,343	22.11	1
9465	Military Highway Safety Improvements and Access Management	Chesapeake City	\$2,262,325	18.03	1
9102	W. Queen Street Corridor Improvements	Hampton City	\$4,544,804	17.42	1
9261	Ocean View Ave Bicycle Imp. (1st View St to Capeview Street)	Norfolk City	\$3,298,550	15.50	1
9232	Indian River Rd/Thompkins Ln Intersection	Virginia Beach City	\$2,669,303	13.95	1
8992	J. Clyde Morris Blvd Widening	Newport News City	\$5,070,250	12.06	1
9156	Tide Mill Pedestrian Improvements	Hampton City	\$5,338,276	9.57	1
9318	Chesapeake Blvd Ped Improvements	Norfolk City	\$3,983,796	8.98	1
9320	Chesapeake Blvd Ped Improvements - Little Creek to Sheppard	Norfolk City	\$8,245,439	8.09	1

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## Staff Recommended Scenario – Hampton Roads (2 of 2)

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9317	Little Creek Road Pedestrian Improvements	Norfolk City	\$7,360,927	7.84	1
9146	Kempsville Rd and Battlefield Blvd Intersection Improvements	Chesapeake City	\$27,310,701	7.40	1
9321	Chesapeake Blvd Ped Improvements - Sheppard to Fishermans	Norfolk City	\$6,467,898	7.14	1
9172	General Booth Blvd/Dam Neck Rd Intersection	Virginia Beach City	\$4,269,063	6.92	1
9242	Independence Blvd/Pleasure House Rd Intersection	Virginia Beach City	\$5,402,027	6.11	1
9228	Providence Rd (Kempsville Rd to Churchill Dr)	Virginia Beach City	\$9,666,967	5.93	1
9461	Battlefield Blvd and I-64 Ramp Improvements to Wal Mart Way	Chesapeake City	\$10,537,705	5.71	1
9120	Melfa to Onley Segment: Eastern Shore of Virginia Rail Trail	Accomack-Northampton PDC	\$8,072,651	5.39	2
9442	Route 35/40 Roundabout	Sussex County	\$12,998,596	4.75	1
9251	Clearfield Ave (Cleveland St to VB Blvd)	Virginia Beach City	\$10,046,279	4.40	1
8988	Oyster Point Rd Widening II	Newport News City	\$11,284,509	3.98	1
9330	BOAT Trail - Hampton Highway Segment	York County	\$5,553,838	3.67	1
9155	Fort Monroe Bicycle/Pedestrian Improvements - Stilwell Drive	Hampton City	\$12,867,988	3.50	1
9319	Virginia Beach Boulevard - George Street to Winburne Lane	Norfolk City	\$9,267,825	3.05	1
	<b>Total Staff Recommended - 28</b>	<b>Total</b>	<b>\$186,452,211</b>		

# Staff Recommended Scenario – Lynchburg

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9473	US Route 58 at Route 622 ICWS	Pittsylvania County	\$1,011,773	8.69	1
9398	Town of Halifax Pedestrian Improvements	Halifax County	\$2,485,741	7.50	1
9106	Piedmont Drive Pedestrian Accommodations	Danville MPO	\$6,674,853	6.45	2
9151	US 501 Bus - Langhorne and Vassar Improvements	Lynchburg City	\$9,833,867	5.43	1
9431	Piney Forest Road Improvements	Danville City	\$22,115,494	4.27	1
9333	Seminole Drive Right Turn Lane	Amherst County	\$2,467,541	3.92	1
9470	US Route 29 at Spring Garden Rd Turn Lane Improvements	Pittsylvania County	\$3,902,150	3.30	1
9443	Riverside Dr. Improvements - Audubon Dr. to Arnett Blvd.	Danville City	\$22,239,385	3.22	1
9038	Route 6/151 Intersection Improvement	Nelson County	\$15,704,868	2.84	1
9337	Lynchburg Expressway and S Amherst Hwy Intersection	Amherst County	\$2,960,955	2.78	1
9193	Riverside Dr. Improvements - Arnett Blvd. to Main St.	Danville City	\$28,672,706	2.44	1
9327	Route 29B at Amherst Highway - Dillard Road and Lakeview Dr	Amherst County	\$6,741,992	1.98	1
	<b>Total Staff Recommended - 12</b>	<b>Total</b>	<b>\$124,811,325</b>		

# Staff Recommended Scenario – Northern Virginia

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
8975	East Church Road and North Lincoln Ave Roundabout	Loudoun County	\$2,207,711	24.36	1
9312	East Market St. Improvements: Rt. 15 Bypass to Plaza St.	Leesburg Town	\$6,681,159	22.28	1
9177	Arlington Blvd / Manchester St Left Turn Lane Extensions	Arlington County	\$3,859,893	16.66	1
9299	Lovettsville - Berlin Turnpike at E Broad Way Intx	Loudoun County	\$2,639,806	15.50	1
9260	Route 234 Business (Battleview to Godwin) Improvements	Prince William County	\$20,049,602	10.27	1
8976	Route 7 Shared Use Path and Sidewalk Projects	Loudoun County	\$13,368,274	9.09	1
8984	Cascades Parkway Bike & Ped (Nokes to Victoria Station)	Loudoun County	\$8,557,587	7.42	1
9080	South Street Extension	Fairfax City	\$23,832,659	6.60	1
9314	Lovettsville - S. Loudoun & S. Locust St Ped Improvements	Loudoun County	\$6,300,256	6.24	1
8932	Godwin Drive Shared-Use Path (North)	Manassas City	\$11,936,626	6.07	1
8974	George Snyder Trail Eastern Extension	Fairfax City	\$6,847,650	5.52	1
9149	Franklin Park to Town of Purcellville Trail	Loudoun County	\$9,534,911	5.50	1
	<b>Total Staff Recommended - 12</b>	<b>Total</b>	<b>\$115,816,134</b>		

# Staff Recommended Scenario – Richmond (1 of 2)

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9459	Appomattox River Greenway Trail Boulevard Spur	Colonial Heights City	\$556,703	73.88	1
9445	Hockett Road Re-alignment	Goochland County	\$1,041,897	40.91	1
9166	ART - Old Towne Petersburg (Grove Ave to River Rd)	Crater PDC	\$1,700,561	24.90	2
9125	FLT/ART Trailhead/Parking Lot	Tri-Cities Area MPO	\$3,406,589	17.63	2
9009	A Broad Street Streetscape w/ Pulse BRT Expansion Phase III	Richmond Regional TPO	\$15,052,736	17.16	2
8928	A Gillies Creek Greenway	Richmond City	\$5,340,700	17.12	1
9126	ART - Rt 1 to Colonial Heights and I-95	Tri-Cities Area MPO	\$3,922,630	11.46	2
9435	Appomattox River Greenway Trail Phase 6	Colonial Heights City	\$3,807,235	11.09	1
9043	W Broad Street Short Pump	Henrico County	\$22,769,970	10.89	1
9001	C Fall Line Trail with Transit Improvements Manchester Br.	Greater Richmond Transit Company	\$26,713,185	10.10	2
8931	D Clay Street Streetscape Improvements	Richmond City	\$18,770,662	9.41	1
9325	Route 288 Northbound - Hard Shoulder Running	PlanRVA Richmond Regional PDC	\$23,561,735	9.34	2
8938	J Hull Street Shared Use Path Improvements	Richmond City	\$8,027,213	9.02	1
9246	Roundabout at Middle Road and Prince George Drive	Prince George County	\$8,250,342	7.87	1

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## Staff Recommended Scenario – Richmond (2 of 2)

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9041	Staples Mill Road Improvements	Henrico County	\$26,465,419	7.28	1
9462	W Randolph Road Shared Use Path	Hopewell City	\$6,445,483	6.77	1
9458	S. Laburnum Ave - Gay Ave Thru Cut	Henrico County	\$5,151,501	6.19	1
9394	Green Chimney	Ashland Town	\$11,796,775	5.51	1
9154	Route 360/Deer Run Drive/Harbour View Court - RCUT	Chesterfield County	\$22,243,092	4.84	1
9313	Hill Carter Parkway Extension	Ashland Town	\$22,467,888	4.64	1
	<b>Total Staff Recommended - 20</b>	<b>Total</b>	<b>\$237,492,316</b>		

# Staff Recommended Scenario – Salem

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
8941	STARS 460/Orange Ave - Plantation Rd Improvements	Roanoke City	\$8,533,761	14.24	1
9238	N Franklin - Elm to Depot, Lighting Improvements	Christiansburg Town	\$2,256,259	9.20	1
8965	Route 419/Electric Road Pedestrian Signal Improvements	Roanoke Valley TPO	\$3,944,955	9.09	2
9279	Martinsville - Focus Area 3: Ailcie Street to Pine Hall Rd.	Martinsville City	\$6,506,762	5.92	1
8955	I-581/U.S. 460/U.S. 11 Improvements	Roanoke Valley-Alleghany RC	\$25,670,186	5.59	2
9310	Roundabout at Hardy Rd (Rt. 24/634) and Bypass Rd (Rt. 24)	Vinton Town	\$17,153,515	5.46	1
9457	Rte 419/Electric Rd Safety Impr., Stoneybrook-Grandin Rd Ext	New River Valley MPO	\$15,102,872	5.44	2
8967	Williamson Road Sidewalk, Plymouth Dr. to Clubhouse Dr.	Roanoke Valley TPO	\$6,624,464	5.44	2
9294	Route 460/637 Intersection Improvements	Montgomery County	\$5,468,636	4.74	1
9215	Carroll County High School Sidewalk Project	Carroll County	\$7,725,483	4.11	1
9353	Route 11/Kroger Turn Lane Improvements - Pulaski County	Pulaski County	\$4,103,675	4.10	1
9437	E. Stuart Drive Sidewalk Project - Phase I	Galax City	\$7,090,704	3.12	1
8940	STARS 460/Orange Ave - 11th to 24th Improvements	Roanoke City	\$23,285,510	2.87	1
	<b>Total Staff Recommended - 13</b>	<b>Total</b>	<b>\$133,466,782</b>		

# Staff Recommended Scenario – Staunton

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9141	Rt 60/Rt 501 Pedestrian Improvements	Buena Vista City	\$1,429,701	23.31	1
9363	Berryville Avenue Safety Improvements	Winchester City	\$3,516,979	11.47	1
9427	522/Costello Turn Lane/Intersection Operations Improvements	Frederick County	\$5,242,782	10.85	1
9170	Ox Road Bicycle and Pedestrian Improvements	Woodstock Town	\$3,555,391	10.76	1
9229	Broad/Main/Rosser Roundabout	Waynesboro City	\$7,560,946	10.63	1
9164	Route 42 Corridor - West	Woodstock Town	\$4,586,195	9.41	1
9404	S. Main St Corridor Safety - Southern Scope	Harrisonburg-Rockingham MPO	\$6,165,499	8.95	2
9305	US 340 Safety Improvement Project	Warren County	\$2,785,967	8.89	1
9383	N. Main St Sidewalk (west side) and bike lanes	Harrisonburg-Rockingham MPO	\$5,888,466	8.29	2
9175	Water Street Bicycle and Pedestrian Improvements	Woodstock Town	\$5,401,617	8.28	1
9209	East Main Street Sidewalk Improvements Phase 1	Berryville Town	\$4,089,731	8.08	1
9453	Exit 317 Interchange Improvement Project	Win-Fred MPO	\$31,063,840	7.52	3
9381	Reservoir St Sidewalk	Harrisonburg City	\$6,520,138	7.08	1
9131	Pear St/Erickson Ave Modified RCUT	Berryville Town	\$4,305,291	5.63	1
9216	East Main Street Sidewalk Improvements Phase 2	Harrisonburg City	\$4,274,327	5.53	1
	<b>Total Staff Recommended - 15</b>	<b>Total</b>	<b>\$96,386,870</b>		

# CTB: Multi-District

Application ID	Project	Organization	SMART SCALE Request	SMART SCALE Score	Step Funded
9338	I-64 GAP	CTB	\$161,393,171	3.58	3
		<b>Total</b>	<b>\$161,393,171</b>		

# Next Steps

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- **February to April** – Board to consider potential revisions to staff recommended funding scenario
- **April to May** – Public hearings (Spring SYIP Meetings) on staff recommended scenario and any potential revisions
- **May CTB meeting** – Consensus funding scenario developed
- **June CTB meeting** – Adoption of Six-Year Improvement Program



COMMONWEALTH *of* VIRGINIA  
*Office of the*  
SECRETARY *of* TRANSPORTATION

**Thank you.**



VIRGINIA DEPARTMENT OF RAIL  
AND PUBLIC TRANSPORTATION







# Director's Report

January 2023



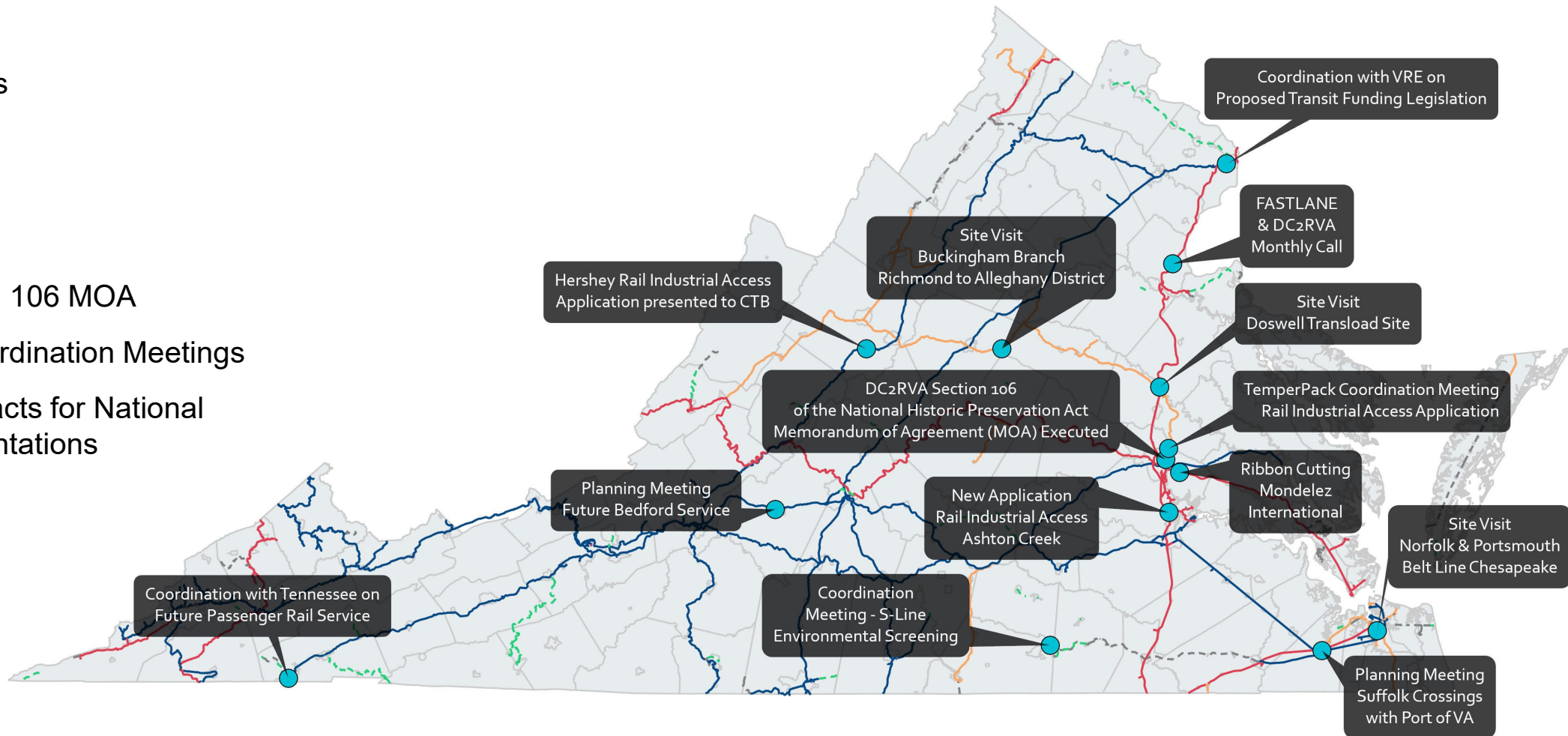
# Rail Updates

## Grant Programming

- 4 Project Site Visits
- 1 Ribbon Cutting
- 1 New Application

## Statewide Planning

- 1 DC2RVA Section 106 MOA
- 8 Stakeholder Coordination Meetings
- 2 Submitted Abstracts for National Conference Presentations





# Public Transportation Highlights

## Federal Funding

On December 29, President Biden signed the Consolidated Appropriations Act to fund government activities through FY23. The bill includes a number of transit infrastructure earmarks in Virginia, including:

- \$2.2M to Hampton Roads Transit (HRT) for paratransit vehicle purchases
- \$2M to Northern Virginia Transportation Commission (NVTC) for Envision Route 7 BRT plans/NEPA
- \$500K to HRT for relocating the Duffy Lane Transfer Center in Norfolk
- \$3M to the City of Richmond for the North-South BRT
- \$1.3M to GRTC for bus shelters in Henrico County

## Blacksburg Transit

On December 13, the Town Council of Blacksburg voted unanimously to make zero fare transit permanent. The Town initially lifted fare collection at the onset of the pandemic and has been operating without fare collection ever since. The town cited increased transit ridership and equitable access to transportation as key drivers of the decision.

## NVTC

On December 15, NVTC announced the launch of a new transit data dashboard which provides interactive, open-source transit performance data for WMATA, VRE, DASH, Fairfax Connector, CUE, Loudoun County Transit and OmniRide. The purpose of the dashboard is to make transit data more accessible and transparent.

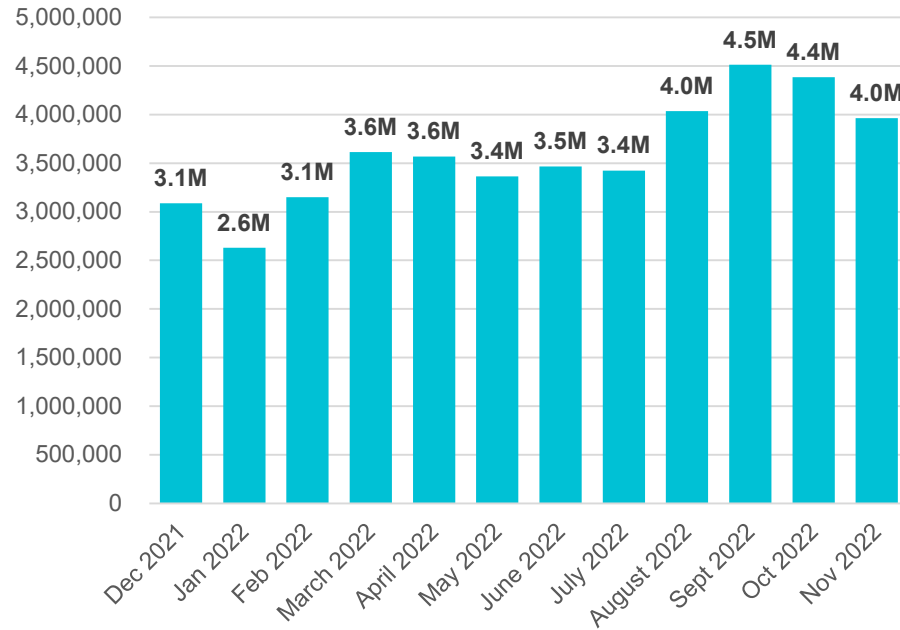
# Statewide Transit Ridership

Ridership for Virginia agencies decreased in October and November 2022 compared to September 2022. WMATA ridership decreased slightly.

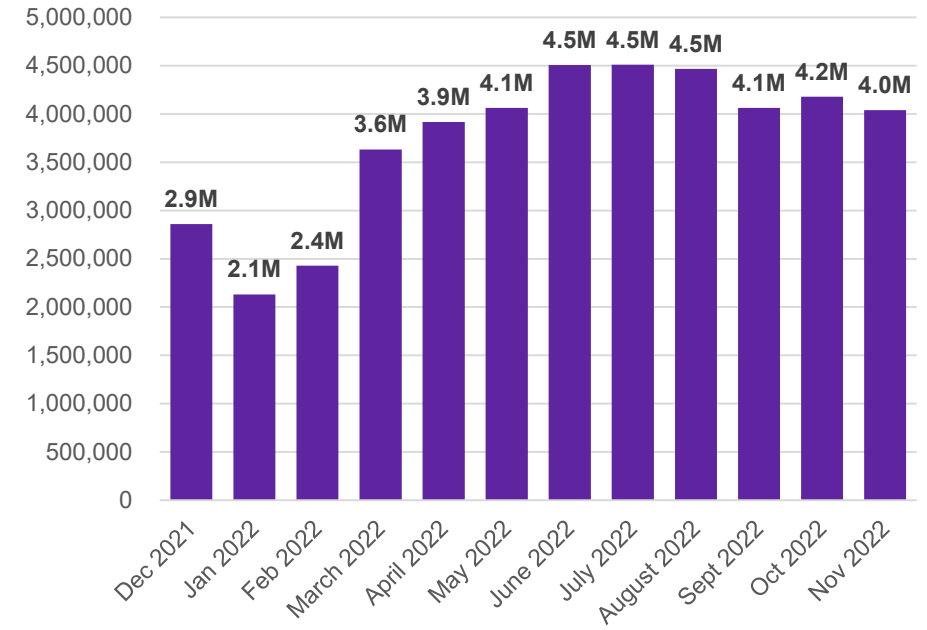
The decrease in statewide ridership in November can be partially attributed to the Thanksgiving holiday. A combination of lower ridership for transit agencies that serve university cities due to students going home for the break and a decrease in the number of people commuting due to the holiday.

For Virginia agencies, bus trips makes up the grand majority of transit ridership statewide.

### Statewide Transit Ridership – December 2021 to November 2022



Virginia Agencies



WMATA

Agencies	Dec 2021	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Total
Virginia Agencies	3,086,030	2,629,985	3,148,756	3,613,205	3,567,587	3,365,371	3,467,416	3,424,448	4,036,562	4,512,364	4,384,434	3,961,961	38,515,801
WMATA	2,861,270	2,129,886	2,428,198	3,631,074	3,918,027	4,062,153	4,505,702	4,509,235	4,466,511	4,061,584	4,178,637	4,040,866	39,916,687
<b>All Agencies + WMATA]</b>	<b>5,947,300</b>	<b>4,759,871</b>	<b>5,576,954</b>	<b>7,244,279</b>	<b>7,485,614</b>	<b>7,427,524</b>	<b>7,973,118</b>	<b>7,933,683</b>	<b>8,503,073</b>	<b>8,573,948</b>	<b>8,563,071</b>	<b>8,002,827</b>	<b>78,432,488</b>

# November Statewide Ridership Comparison: Year-to-Year

Transit ridership for Virginia agencies in November 2022 was 20% higher than November 2021.

- Bus ridership was 20% higher
- Commuter rail was 92% higher

November 2022 ridership for Virginia agencies was 77% of pre-pandemic November 2019 levels.

- Bus ridership was 77% of 2019 levels
- Commuter rail was 34% of 2019 levels

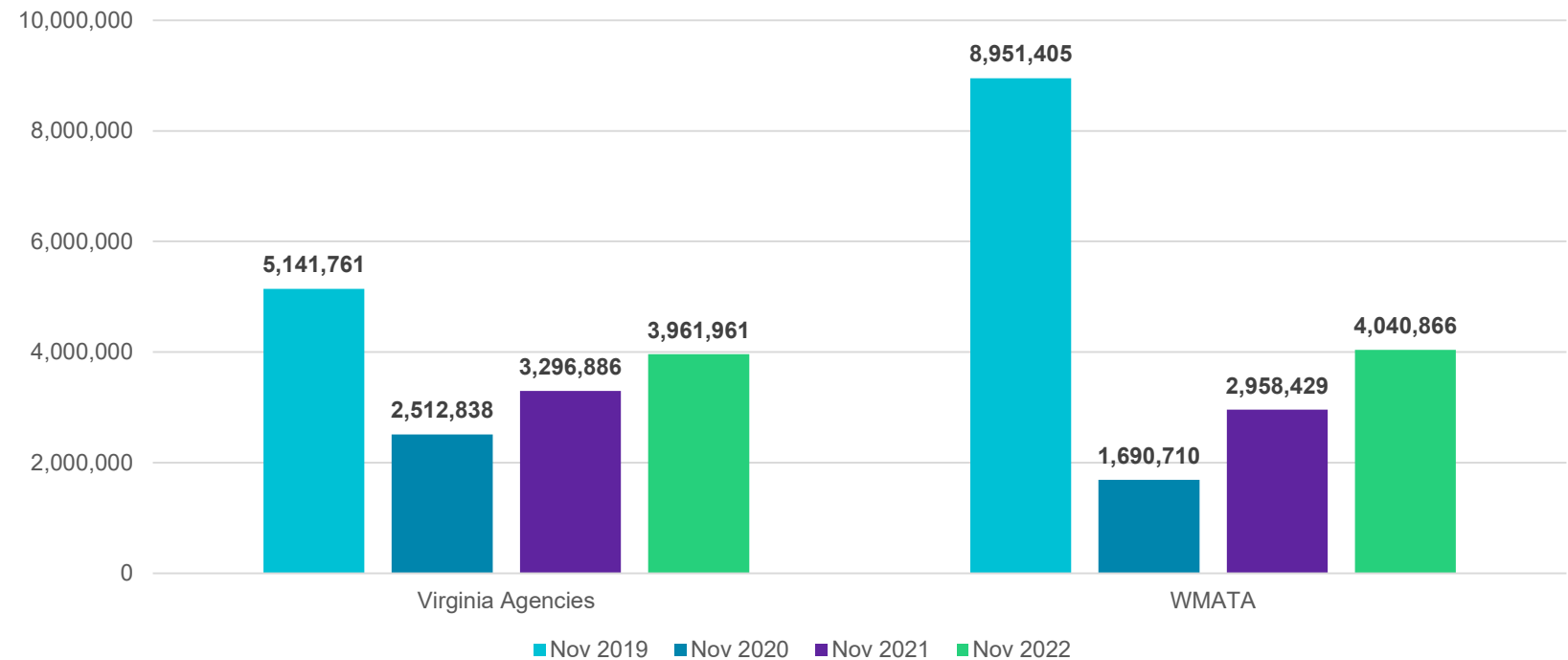
WMATA ridership in November 2022 was 37% higher than in November 2021.

- Bus ridership was 19% higher
- Heavy rail (Metro) was 43% higher

November 2022 WMATA ridership was 45% of pre-pandemic November 2019 levels.

- Bus ridership was 72% of 2019 levels
- Heavy rail (Metro) is 41% of 2019 levels

November Ridership Comparison: Year-to-Year  
2019 – 2022



Mode	Nov 2019	Nov 2020	Nov 2021	Nov 2022	Nov 2022 vs 2019	Nov 2022 vs 2020	Nov 2022 vs 2021
Virginia Agencies	5,141,761	2,512,838	3,296,886	3,961,961	-23%	58%	20%
WMATA	8,951,405	1,690,710	2,958,429	4,040,866	-55%	139%	37%
<b>All Agencies + WMATA</b>	<b>14,093,166</b>	<b>4,203,548</b>	<b>6,255,315</b>	<b>8,002,827</b>	<b>-43%</b>	<b>90%</b>	<b>28%</b>

# Virginia Breeze Ridership - November

In November 2022, ridership on VA Breeze routes totaled 6,589, which was:

- 230% higher than original estimates, and
- 43% higher than November 2021

Overall on-time-performance (OTP) was 74% and the overall farebox recovery was 44%

For the month of November 2022, the VA Breeze contributed to a reduction of 295 metric tons of CO<sub>2</sub> equivalent emissions.

## Valley Flyer:

- Ridership – 20% higher than Nov 2021
- Farebox Rev. – 22% higher than Nov 2021

## Piedmont Express:

- Ridership – 44% higher than Nov 2021
- Farebox Rev. – 45% higher than Nov 2021

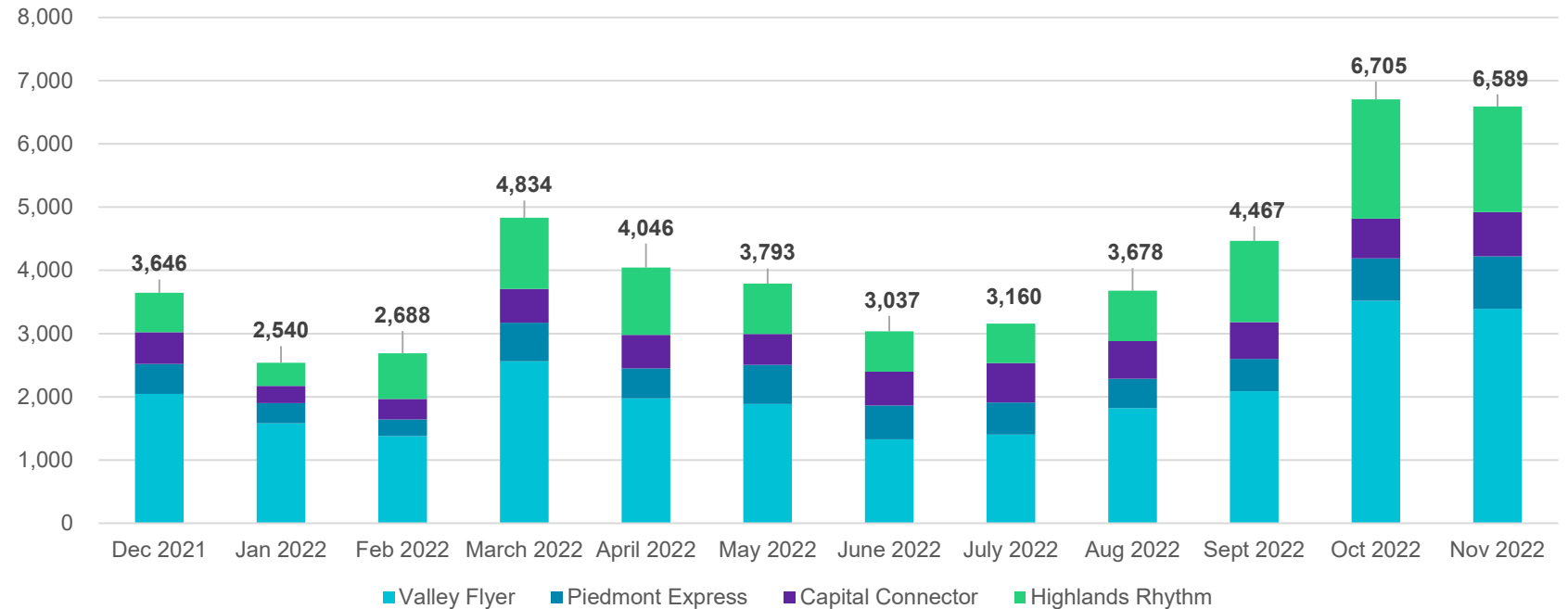
## Capital Connector:

- Ridership – 16% higher than Nov 2021
- Farebox Rev. – 19% higher than Nov 2021

## Highlands Rhythm:

- Ridership – 161% higher than Nov 2021
- Farebox Rev – 16% higher than Nov 2021

Virginia Breeze Ridership by Route – December 2021 to November 2022



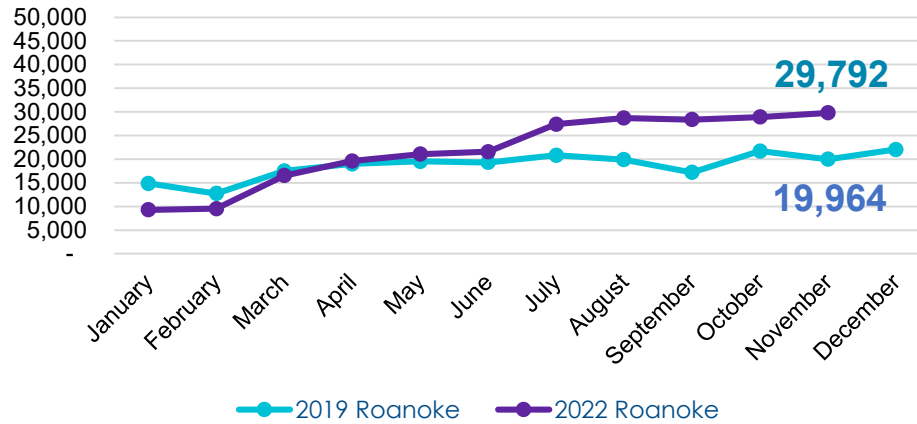
Route	Dec 2021	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Total
Valley Flyer	2,048	1,581	1,381	2,561	1,975	1,888	1,329	1,405	1,820	2,091	3,519	3,394	24,992
Piedmont Express	470	319	263	611	475	618	537	507	464	511	672	827	6,274
Capital Connector	505	275	321	536	528	490	533	621	597	581	627	701	6,315
Highlands Rhythm	623	365	723	1,126	1,068	797	638	627	797	1,284	1,887	1,667	11,602
<b>All Routes</b>	<b>3,646</b>	<b>2,540</b>	<b>2,688</b>	<b>4,834</b>	<b>4,046</b>	<b>3,793</b>	<b>3,037</b>	<b>3,160</b>	<b>3,678</b>	<b>4,467</b>	<b>6,705</b>	<b>6,589</b>	<b>49,183</b>

# Amtrak Virginia Monthly Ridership by Route (2022 vs. 2019)

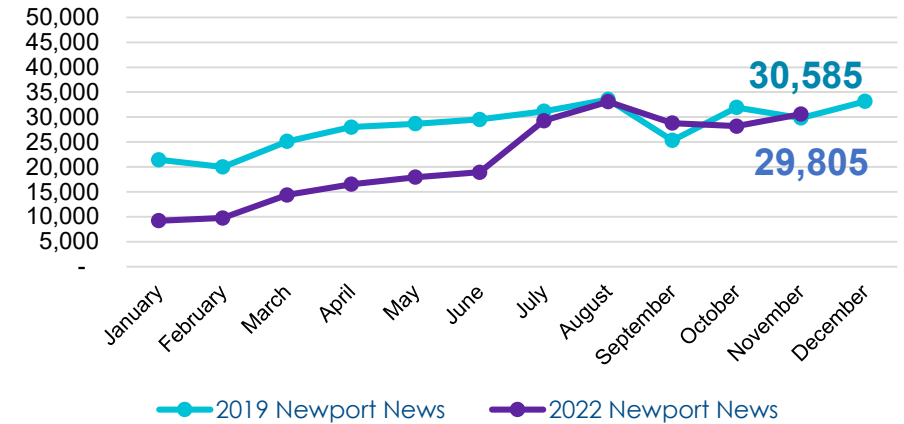
November 2022 saw a +37.7% increase in ridership compared to November 2019.

Highest November ridership ever recorded in Virginia.

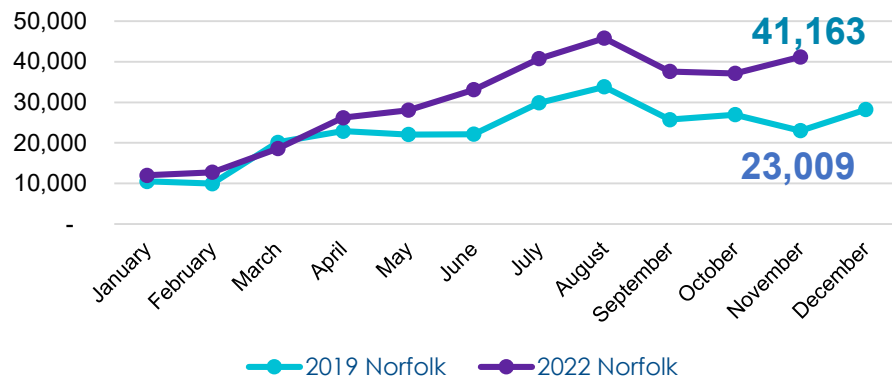
### Route 46: Roanoke Ridership



### Route: 47 Newport News Ridership



### Route 50: Norfolk Ridership



### Route 51: Richmond Ridership

