

## **AGENDA**

### **Hampton Roads Transportation Accountability Commission**

#### **Regular Meeting**

**March 16, 2017**

12:30 p.m.

The Regional Board Room

723 Woodlake Drive, Chesapeake, VA 23320

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Public Comment Period (5 Minute Limit)**
- 4. Chair's Comments**
  - A. Appointment of a Nominating Committee for Officers**
- 5. Consent Items**
  - Recommended Action: Approval
  - A. Minutes of December 15, 2016 HRTAC Regular Meeting (Attachment 5A)**
- 6. Action/Discussion Items**
  - A. Amendments to the Approved HRTAC 2016-2022 Funding Plan – Study of Components not Included in the HRCS SEIS Selected Alternative (UPC Not Assigned), and HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577) (Attachment 6A) – Executive Director Page - Recommended Action: Discussion/Approval of Resolution 2017-01**
  - B. Memorandum of Understanding - Study of Components not Included in the Selected HRCS SEIS Alternative (Attachment 6B) – Executive Director Page - Recommended Action: Discussion/Approval of Resolution 2017-02**
  - C. Standard Project Agreement – HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577) (Attachment 6C) – Executive Director Page and HRTAC Counselor Inglima - Recommended Action: Discussion/Approval**

**D. Authorization of Public Hearing on the FY2018 Budget (Attachment 6D) – Finance Chair Wagner-** Recommended Action: Discussion/Approval

**E. Proclamation of Regional Consensus (Attachment 6E)– Executive Director Page -** Recommended Action: Discussion/Approval

**7. Information Items**

**A. HRTF Financial Report (Attachment 7A) – Finance Chair, Senator Wagner**

**8. Next HRTAC Annual Organizational Board Meeting – June, 15 2017, 12:30 p.m., Regional Building Board Room**

**9. Adjournment**

**Agenda Item 5A**  
**Consent Item**

**To: Chair Sessoms and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: March 16, 2017**

**Re: December 15, 2016 Regular Meeting Minutes**

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**Recommendation:**

The Commission is asked to approve the Commission's December 15, 2016 Meeting minutes.

**Background:**

The Commission approves meeting minutes for the permanent record of the Commission.

**Fiscal Impact:**

There is no fiscal impact in relation to this Consent Item.

**Suggested Motion:**

Motion is to approve the minutes of the Commission's Meeting on December 15, 2016.

**Hampton Roads Transportation  
Accountability Commission (HRTAC)  
Summary Minutes of the December 15, 2016 Regular Meeting**

The Hampton Roads Transportation Accountability Commission (HRTAC) Regular Meeting was called to order at 10:02 a.m. in the HRTPO Regional Board Room, 723 Woodlake Drive, Chesapeake, Virginia, with the following in attendance:

**HRTAC Members in Attendance:**

William Sessoms, Chair	Barry Porter
Michael Hipple, Vice Chair	Frank Rabil
Kenneth Alexander*	Donnie Tuck
John Cosgrove	Tina Vick
Herbert Green	Frank Wagner*
Linda Johnson	Kenneth Wright*
Chris Jones	David Yancey
Alan Krasnoff*	

**HRTAC Executive Director**

Kevin Page

**HRTAC Ex-Officio Members in Attendance:**

Charlie Kilpatrick	Cathie Vick*
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**Other Participants:**

James Baker	Randy Martin
Bryan Hill	Patrick Roberts
Tom Inglema	Doug Smith
Michael Johnson	James Utterback

**HRTAC Voting Members Absent:**

Rex Alphin	Thomas Shepperd
Paul Freiling	Christopher Stolle

**HRTAC Ex-Officio Members Absent:**

John Malbon	Jennifer Mitchell
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\* Denotes Late Arrival or Early Departure

**Others Recorded Attending:**

Brian DeProfio (HA); Garrett Morgan, Bryan Stille (NN); Thelma Drake, Jeff Raliski, Michelle Washington (NO); Bill Cashman (AECOM); Scott Detas (Bank of America – Merrill Lynch); Frank Papcin (CTAC); Scott Forehand, Don Quisenberry, Amber Riviere (ESSI/VRHR); John Bourne, Anil Sharma (HNTB); Karen McPherson (McPherson Consulting); Ronaldo Nicholson, Gary Webb (Parsons); Mimi Kronisch, Jim Long (RK&K);

Dianna Howard (VBTP); Tony Gibson, (VDOT); Jordan Pascale (Virginian Pilot); Amber Randolph (Willcox & Savage); Nancy Collins, Danetta Jankosky, Mike Long, Chris Vaigneur (HRPDC); Jennifer Coleman (HRTAC); Rob Case, Bob Crum, Mike Kimbrel (HRTPO)

### **Approval of Agenda**

Mr. Michael Hipple Moved to approve the agenda; seconded by Mayor Linda Johnson. The Motion carried.

### **Public Comment Period (limit 5 minutes per individual)**

Ms. Dianna Howard, on behalf of the Hampton Roads Tea Party, expressed approval for the unanimous vote that the HRBT Alternative A received. She also requested that the HRTPO remove the Virginia Beach Light Rail Extension from the 2040 Long Range Plan.

Mr. Frank Papcin expressed opposition to tolling HOV lanes from Richmond to Bowers Hill.

Ms. Cathie Vick, Mayor Kenneth Alexander, and Mayor Kenneth Wright arrived.

### **Chair Comments**

The Chair presented a Resolution of Appreciation to Mayor Kenneth Wright and thanked him for his service on the Commission.

### **Consent Items**

#### **A. Minutes of October 20, 2016 HRTAC Regular Meeting**

Mr. Hipple Moved to approve the minutes of the October 20, 2016 HRTAC Regular Meeting; seconded by Mayor Johnson. The Motion carried.

### **Action Items**

#### **A. Amendment to the Approved HRTAC 2016-2022 Funding Plan - I-64/I-264 Interchange-Phase III**

HRTAC Executive Director, Kevin Page, explained the amendment to the funding plan was to add the I-64/I-264 Interchange Phase III improvement project to the HRTAC 2016-2022 Funding Plan.

Mr. Hipple Moved to adopt resolution 2016-14, "Amendment to the Approved HRTAC FY2016-FY2022 Funding Plan, I-64/I-264 Interchange-Phase III, Preliminary Engineering"; seconded by Mayor Johnson. The Motion carried.

#### **B. I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693), Authorization to enter into agreement**

Mr. Page explained the Board needed to approve and authorize the Chair to execute a Standard Project Agreement with VDOT for the I-64/I-264 Interchange Phase III project.

Mayor Johnson Moved to adopt resolution 2016-15, "I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693)"; seconded by Delegate John Cosgrove. The Motion carried.

**C. Standard Project Agreement for Standard Project Services to Support Right of Way and Construction Phase for I-64 Peninsula Widening, Segment III – (UPC 106689/109790)**

Executive Director Page noted the resolution regarding I-64 Peninsula Segment III was to authorize execution of an agreement and allocation of \$156 million, which is the required match, to the \$144 million in SMART SCALE Grant Award monies.

Delegate Chris Jones asked whether HRTAC was pursuing SMART SCALE grant monies for other projects, and requested an update on the status of the High Rise Bridge Project. Director Page responded that the Hampton Roads Transportation Planning Organization (HRTPO) has submitted Smart Scale applications for the High Rise Bridge Project and the I-64/264 Interchange Phase III project.

Chair Sessoms stated he was confident with the current project applications.

Mr. Hipple Moved to adopt resolution 2016-16, "Resolution on the Interstate 64 Peninsula Segment III Widening Project"; seconded by Mayor Johnson. The Motion carried.

**D. Official Intent for Allocation of Bond Proceeds to Reimburse HRTAC Expenditures on I-64 Peninsula Widening Segment III Project**

Director Page stated the resolution regarding Official Intent allows bonding of Pay-Go projects, should HRTAC seek reimbursement from project expenditures in the future.

Mr. Hipple Moved to adopt resolution 2016-17, "Resolution of Official Intent for Allocation of Bond Proceeds to Reimburse HRTAC Expenditures on Interstate 64 Peninsula Widening Project Segment III"; seconded by Mayor Johnson. The Motion carried.

**Information Items**

**A. HRTF Financial Report**

Mr. Page reviewed the financial activities of HRTAC and indicated the following to the Board:

- Project Construction Payments of \$47,327,348
- End Cash Balance of \$477,083,529

**Other Business**

Delegate Jones requested an update from VDOT on the current projects being funded by the Hampton Roads Transportation Fund (HRTF).

Mr. Jim Utterback provided a review of the progress of the current projects, offering examples and milestone estimates.

Mr. Kilpatrick noted the Richmond District submitted a SMART SCALE application to widen I-64 from Bottoms Bridge to exit 210, creating a 30-mile gap between the two projects.

**Next Meeting**

The next meeting will be held on March 16, 2016 at 12:30 p.m.

**Adjournment**

With no further business to come before the Hampton Roads Transportation Accountability Commission, the meeting adjourned at 10:23 a.m.

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William D. Sessoms, Jr.  
HRTAC Chair

**Agenda Item 6A**  
**Action Item**

**To: Chair Sessoms and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: March 16, 2017**

**Re: Amendment to the HRTAC Approved FY2016-FY2022 Funding Plan – Study of Components not Included in the HRCS SEIS Selected Alternative (UPC Not Assigned), and HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577)**

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**Recommendation:**

The Commission is being asked to amend its HRTAC 2016-2022 Funding Plan Approved March 17, 2016 to provide a total of \$32,000,000 HRTF funding, up to \$7,000,000 towards the cost of a study of the Hampton Roads Crossing Study (HRCS) SEIS components not included in the selected SEIS Alternative A and \$25,000,000 for HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation (UPC 110577).

**Background:**

On October 20, 2016, the Hampton Roads Transportation Planning Organization (HRTPO) unanimously approved the Hampton Roads Crossing Study Alternative A as the Preferred Alternative. Also on October 20, 2016, HRTAC unanimously supported the HRTPO's selection of Alternative A modified and allocated up to \$7,000,000\* towards the cost of a study of the Hampton Roads Crossing Study (HRCS) SEIS components not included in the selected SEIS Alternative A. In addition, to advance project readiness without delay, VDOT began work on January 3, 2017 to refine the HRCS SEIS Preferred Alternative. VDOT has requested that HRTAC allocate \$25,000,000 in HRTF funding for a new, related project entitled 'HRCS Preferred Alternative Refinement' (UPC 110577), which will include a geotechnical investigation in the water and on land, survey, administrative oversight, and staff augmentation. The Hampton Roads Crossing Study project is identified in the HRTAC Approved 2016-2022 Funding Plan.

To fund these projects, HRTAC will need to amend its HRTAC 2016-2022 Funding Plan Approved March 17, 2016 to provide a total of \$32,000,000 in HRTF funding. The amendments' financial information proposed for the update to the HRTAC 2016-2022 Funding Plan includes: 1. \$7,000,000 for Study of HRCS SEIS Components not included in the





Selected SEIS Alternative, and 2. \$25,000,000 for HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation (UPC 110577), which would impact the HRTAC 16-2022 Funding Plan as follows:

1. Study of HRCS SEIS Components not included in the Selected SEIS Alternative.
  - Add FY2017 allocation of \$7,000,000 Hampton Roads Transportation Fund (HRTF)
  - Total allocated HRTF funds for Study – Up to \$7,000,000\*

\*Allocation up to \$7,000,000 to include the reallocation of the balance of the \$5,000,000 that was allocated by the Commission toward the cost of the HRCS SEIS.

2. HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation (UPC 110577).
  - Add FY2017 \$3,000,000 Hampton Roads Transportation Fund (HRTF)
  - Add FY2018 \$22,000,000 HRTF
  - Total allocated HRTF funds for UPC 110577 - \$25,000,000

HRTAC conducted a public hearing on Wednesday, March 8, 2017 to hear comments on the two proposed amendments to the HRTAC 2016-2022 Funding Plan Approved March 17, 2016. Public comments received will be summarized in the March 16, 2017 HRTAC Regular meeting agenda package.

### **Fiscal Impact**

There will be an impact to the Hampton Roads Transportation Fund in the amount of up to \$32,000,000 in relation to this Action Item.

### **Suggested Motion:**

Motion. Motion is to adopt Resolution 2017-01, “Amendment to the Approved HRTAC FY2016-FY2022 Funding Plan, Re: Funding of Study of Components not included in the HRCS SEIS Selected Alternative (UPC Not Assigned), and HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577)”, attached.



## HRTAC RESOLUTION 2017-01

### **AMENDMENT TO THE APPROVED HRTAC 2016-2022 FUNDING PLAN RE: FUNDING OF STUDY OF COMPONENTS NOT INCLUDED IN THE HRCS SEIS SELECTED ALTERNATIVE (UPC NOT ASSIGNED), AND HRCS PREFERRED ALTERNATIVE REFINEMENT, STANDARD PROJECT SERVICES TO SUPPORT GEOTECHNICAL, SURVEY, ADMINISTRATION AND STAFF AUGMENTATION PHASE (UPC 110577)**

**WHEREAS**, the funding of the Hampton Roads Crossing Study (the “Project”) is covered by the HRTAC 2016-2022 funding plan adopted by the Commission on March 17, 2016 (the “Funding Plan”); and

**WHEREAS**, the Project has evolved to include the refinement of the Hampton Roads Crossing Study Supplemental Environmental Impact Study (HRCS SEIS) preferred alternative and further study of the HRCS SEIS components not included in the selected alternative; and

**WHEREAS**, on Wednesday, March 8, 2017, the Commission held a public hearing to receive public input on the Commission’s intent to amend the Funding Plan to allocate a total of \$32,000,000 Hampton Roads Transportation Fund funding, of which (i) up to \$7,000,000\* would be allocated towards the cost of a study of the HRCS SEIS components not included in the selected SEIS Alternative A, and (ii) and \$25,000,000 would be allocated for HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation (UPC 110577) (the “PE Work”); and

**WHEREAS**, sufficient funding is available for the PE Work phase of this Project, and any future incremental allocations to advance the project will be allocated on a case by case basis.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission hereby amends its FY2016-FY2022 Funding Plan to add the allocation of \$32,000,000 of Hampton Roads Transportation Fund revenues for the PE Work, which will be allocated among Fiscal Years 2017 and 2018 as set forth below:

1. Study of HRCS SEIS Components not included in the Selected SEIS Alternative.
  - o Add FY2017 allocation of \$7,000,000 Hampton Roads Transportation Fund (HRTF)
  - o Total allocated HRTF funds for Study – Up to \$7,000,000\*

\*Allocation up to \$7,000,000 to include the reallocation of the balance of the \$5,000,000 that was initially allocated by the Commission toward the cost of the HRCS SEIS.



2. HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation (UPC 110577).
  - o Add FY2017 \$3,000,000 Hampton Roads Transportation Fund (HRTF)
  - o Add FY2018 \$22,000,000 HRTF
  - o Total allocated HRTF funds for UPC 110577 - \$25,000,000

***APPROVED and ADOPTED*** by the Hampton Roads Transportation Accountability Commission at its meeting on the 16th day of March, 2017.

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William D. Sessoms, Jr.  
Chair  
Hampton Roads Transportation  
Accountability Commission

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Michael J. Hipple  
Vice-Chair  
Hampton Roads Transportation  
Accountability Commission

**Agenda Item 6B**  
**Action Item**

**To: Chair Sessoms and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: March 16, 2017**

**Re: Memorandum of Understanding - Study of Components not Included in the  
Selected HRCS SEIS Alternative, Authorization to enter into Agreement**

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**Recommendation:**

The Commission is being asked to approve and authorize the Chair to execute and deliver the prepared Memorandum of Understanding (MOU) with VDOT and the HRTPO relating to the study of the Components not included in the Selected HRCS SEIS Alternative.

**Background:**

On October 20, 2016, the Hampton Roads Transportation Planning Organization (HRTPO) unanimously approved the Hampton Roads Crossing Study Alternative A as the Preferred Alternative. Also on October 20, 2016, HRTAC unanimously supported the HRTPO's selection of Alternative A and allocated up to \$7,000,000\* towards the cost of a study of the Hampton Roads Crossing Study (HRCS) SEIS components not included in the selected SEIS Alternative A. At its March 16, 2017 Regular Meeting, the Commission amended its HRTAC 2016-2022 Funding Plan Approved March 17, 2016 to provide \$7,000,000\* for Study of HRCS SEIS Components not included in the Selected SEIS. The HRTPO, VDOT, and HRTAC staff have developed an MOU that establishes a framework to advance the study effort in two discrete parts, one relating to Bowers Hill (\$4,000,000) following the NEPA process, and the other a study of the feasibility of the remaining components not selected in the HRCS SEIS Alternative (\$3,000,000).

**Fiscal Impact**

There will be a combined project impact to the Hampton Roads Trust Fund in the amount of up to \$7000,000\* in relation to this Action Item.

\*Allocation up to \$7,000,000 to include the reallocation of the balance of the \$5,000,000 that was initially allocated by the Commission toward the cost of the HRCS SEIS.

**Suggested Motion:**

Motion. Motion is to adopt Resolution 2017-02, "Memorandum of Understanding - Study of Components not included in the Selected HRCS SEIS Alternative", attached.



**Study of Components not Included in the Selected Hampton Roads Crossing Study SEIS  
Alternative**

**Memorandum of Understanding  
among  
Hampton Roads Transportation Accountability Commission  
and  
Hampton Roads Transportation Planning Organization  
and  
Virginia Department of Transportation**

This Memorandum of Understanding (MOU) for the study of components not included in the Selected Hampton Roads Crossing Study (HRCS) SEIS Alternative is made and executed in triplicate on this \_\_\_\_ day of \_\_\_\_\_ 2017, among the Hampton Roads Transportation Planning Organization (HRTPO), Hampton Roads Transportation Accountability Commission (HRTAC), and the Virginia Department of Transportation (VDOT).

**RECITALS**

**WHEREAS**, on July 25, 2016 the Federal Highway Administration and VDOT approved the Hampton Roads Crossing Study Draft Supplemental Environmental Impact Statement (HRCS SEIS)<sup>1</sup>; and,

**WHEREAS**, on October 20, 2016, the Hampton Roads Transportation Planning Organization (HRTPO) unanimously approved the Hampton Roads Crossing Study Alternative A, “modified” to include the Bowers Hill Interchange, as the Region’s Preferred Alternative; and

**WHEREAS**, on October 20, 2016, HRTAC unanimously supported the HRTPO’s selection of Alternative A-modified (to include the Bowers Hill Interchange), and allocated up to \$7,000,000, to include the reallocation of the balance of the \$5,000,000 that was allocated by the Commission toward the cost of the Hampton Roads Crossing SEIS to be applied toward the cost of further study of the Hampton Roads Crossing Study SEIS components not included in the selected SEIS Alternative – specifically the I-564/I-664 Connectors (Patriot’s), I-664/MMMBT (Including Bowers Hill), and VA 164/164 Connector; and,

**WHEREAS**, the Commonwealth Transportation Board (CTB), in a resolution dated December 7, 2016, approved Alternative A as the location for this project and instructed VDOT to continue to work with HRTPO, HRTAC, USACE, Navy, the Port of Virginia, and other parties to advance separate studies to identify appropriate access options around Craney Island to include I-564/I-664 Connectors, I-664/MMMBT and VA 164/164 Connector. The resolution also directed VDOT to continue to work with HRTPO, HRTAC, USACE, and other parties to advance a separate study of the Bowers Hill Interchange at I-664 and I-264 in Chesapeake.

**WHEREAS**, on March 16, 2017, HRTAC amended its HRTAC 2016-2022 Funding Plan Approved March 17, 2016 to provide \$7,000,000 for Study of HRCS SEIS Components not included in the

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<sup>1</sup> Study documentation available on web site:  
[http://www.hamptonroadscrossingstudy.org/learn\\_more/hracs\\_draft\\_seis.asp](http://www.hamptonroadscrossingstudy.org/learn_more/hracs_draft_seis.asp)

Commonwealth Transportation Board’s Selected Preferred HRCS SEIS Alternative in accordance with its October 20, 2016 Action; and,

**WHEREAS**, the parties desire to complete additional studies (“Additional Feasibility Studies”) to evaluate the following corridors, which were considered but not advanced from the HRCS SEIS (collectively, the “Additional Corridors” ). The funding and administration of the Additional Feasibility Studies will be covered under a separate standard project agreement between the HRTPO and HRTAC, not to exceed \$3,000,000 of the \$7,000,000 allocated:

- (i) VA-164 (Illustrated as Segment 14 on Exhibit A),
- (ii) I-564 Connector (Illustrated as Segment 10 on Exhibit A),
- (iii) VA 164 Connector (Illustrated as Segment 13 on Exhibit A),
- (iv) I-664 Connector (Illustrated as Segment 11 on Exhibit A),
- (v) I-664 (Illustrated as Segments 2-7 on Exhibit A); and,

**WHEREAS**, the parties also desire to advance study under the NEPA process for the Bowers Hill Interchange (the “Bowers Hill Study”) (Illustrated as Segment 1 on Exhibit A), which was also considered as a HRCS SEIS Segment but not advanced under the CTB-approved HRCS SEIS Alternative A. The Bowers Hill Study will be covered under a separate standard project agreement between VDOT and HRTAC. HRTAC is to provide all funding for the Bowers Hill Study, not to exceed \$4,000,000 of the \$7,000,000 allocated; and,

**WHEREAS**, the HRTPO Board has directed that the impacted jurisdictions will be engaged in the development of these study efforts: and, **WHEREAS**, the parties have developed this MOU to establish a framework to advance these two study efforts.

**NOW, THEREFORE**, in connection with the foregoing, HRTPO, HRTAC, and VDOT commit to complete the appropriate studies, designs, funding analyses, and documentation necessary to determine feasibility, permitability, and transportation benefits necessary to advance the Additional Corridors, and the parties hereby agree to the following:

- 1. AGREEMENT DOCUMENTS** – The Exhibit listed below is hereby incorporated into and made part of this MOU, and this MOU and the incorporated Exhibit shall be the “Agreement Documents.” In the event of conflict among the Agreement Documents, the provisions of this MOU shall supersede the Exhibit. The studies on the Additional Corridors shall provide an assessment of probability for projects being permitted and also a traffic benefit analysis.

<b>EXHIBIT A</b>	Alignment Segments figure from Appendix A of the HRCS Draft SEIS
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- 2. TERM & TERMINATION** – The parties will initiate the Additional Feasibility Studies in whole or in part at a mutually-agreeable time that does not conflict with ongoing federal actions associated with the HRCS SEIS. The terms of this MOU will survive until the efforts described herein are completed. The terms of this MOU will be referenced in the respective Standard

Project Agreements as described; however, the terms of the Standard Project Agreement will prevail over any conflicts to this MOU.

**3. HRTPO'S DUTIES – Manage Additional Feasibility Studies.**

HRTPO shall for the Additional Feasibility Studies:

- a. complete or cause to be completed all work relating to the Additional Feasibility Studies of the Additional Corridors, and ensure that all relevant work is completed in accordance with all applicable federal, state, and local laws and regulations, including the engagement of appropriate regional, state and federal agencies; and,
- b. lead a working group comprised of HRTPO, VDOT, HRTAC and local impacted jurisdictions; and,
- c. lead the formation of a steering committee comprised of the local jurisdictions, the U.S. Army Corps of Engineers (USACE), the U.S. Navy (Navy), the Port of Virginia, and other parties which will develop the scope of work and also determine the consultant selection approach; and,
- d. use the information collected through the Additional Feasibility Studies of the Additional Corridors to develop a regional consensus.
- e. Develop with HRTAC a separate funding agreement

**4. VDOT'S DUTIES – Manage the Bowers Hill Study and support the Additional Feasibility Studies**

**- VDOT shall for the Bowers Hill Study:**

- a. manage study under the NEPA process for the Bowers Hill Interchange (the "Bowers Hill Study") (Illustrated as Segment 1 on Exhibit A), which was also as a considered HRCS SEIS Segment but not advanced under the CTB-approved HRCS SEIS Alternative A.
- b. develop with HRTAC an agreement for the Bowers Hill Study as a separate standard project agreement between VDOT and HRTAC.

**- VDOT shall for the Additional Feasibility Studies:**

- a. provide input and data for the Additional Feasibility Studies. ***[please note Additional Feasibility Studies is not defined to include the Bowers Hill Study]***
- b. provide on-call consultants to support the HRTPO at the HRTPO's request.

**5. HRTAC'S DUTIES – HRTAC shall provide funding for the Bowers Hill Study and the Additional Feasibility Studies:**

- a. Provide all funding for the Bowers Hill Study, not to exceed \$4,000,000 of the \$7,000,000 allocated; and,
- b. provide all funding for the Additional Feasibility Studies, not to exceed \$3,000,000 of the \$7,000,000 allocated;
- c. enter into funding agreements with the HRTPO and VDOT in respect of the funding described in 5(a) and 5(b) above; and,

- d. provide input and data in its possession related to the studies and designs.
- 6. **CONTROLLING LAW & VENUE** – The MOU is made and entered into, and shall be performed, in the Commonwealth of Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to conflicts of law principles. Notwithstanding any other provisions of the MOU, any dispute arising out of the Agreement, or its interpretations, or its performance shall be litigated only in Richmond General District Court or the Circuit Court of the City of Richmond.
- 7. **MERGER** – The Agreement Documents represent the entire agreement among the parties with respect to the subject matter hereof and supersede all prior communications and negotiations. This MOU may be modified only in writing, signed by all parties.
- 8. **SEVERABILITY** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.
- 9. **SOVEREIGN IMMUNITY** – No party waives or abrogates its sovereign immunity, in part or in whole, in any manner, under any theory, hereunder.
- 10. **ASSIGNMENT** – This MOU shall not be assigned by any party unless express written consent is provided by all other parties.
- 11. **NOTICES** – All notices, including applications for reimbursement, under this MOU shall be sent in writing to the following representatives:
  - a. **HRTAC**  
  
Kevin B. Page, Executive Director  
The Regional Building  
723 Woodlake Drive  
Chesapeake, VA 23220
  - b. **HRTPO**  
  
Robert A. Crum, Jr., Executive Director  
The Regional Building  
723 Woodlake Drive  
Chesapeake, VA 23220
  - c. **VDOT** []



**12. DISPUTES** – In the event of a dispute under this MOU, the parties agree to meet and confer promptly to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. If no satisfactory resolution can be reached via the meet and confer method, any 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 a party's right to seek equitable relief on an emergency basis.

**13. NO AGENCY OR THIRD PARTY RIGHTS** – VDOT represents that it is not acting as a partner or agent of HRTAC or HRTPO; and nothing in this MOU shall be construed as making any party a partner or agent with any other party. This MOU 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.

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**IN WITNESS WHEREOF**, each party hereto has caused this Memorandum of Understanding to be executed as of the day, month, and year first herein written by its duly authorized representative.

Hampton Roads Transportation Accountability Commission

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

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

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

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

Hampton Roads Transportation Planning Organization

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

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

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

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

Virginia Department of Transportation

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

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

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

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



## HRTAC RESOLUTION 2017-02

### MEMORANDUM OF UNDERSTANDING - STUDY OF COMPONENTS NOT INCLUDED IN THE SELECTED HRCS SEIS ALTERNATIVE

**WHEREAS**, the funding of the Hampton Roads Crossing Study (the “Project”) is covered by the HRTAC 2016-2022 funding plan adopted by the Commission on March 17, 2016 (the “Funding Plan”); and

**WHEREAS**, on October 20, 2016, the Hampton Roads Transportation Planning Organization (HRTPO) unanimously approved the Hampton Roads Crossing Study Alternative A as the Preferred Alternative; and

**WHEREAS**, on October 20, 2016, HRTAC unanimously supported the HRTPO’s selection of Alternative A and allocated up to \$7,000,000, to include the reallocation of the balance of the \$5,000,000 that was initially allocated by the Commission toward the cost of the Hampton Roads Crossing SEIS, to be applied toward the cost of further study of the Hampton Roads Crossing Study SEIS components not included in the selected SEIS Alternative – specifically the I-564/I-664 Connectors (Patriot’s), I-664/MMMBT (Including Bowers Hill), and VA 164/164 Connector; and,

**WHEREAS**, the Project has evolved to include the further study of the HRCS SEIS components not included in the selected alternative; and

**WHEREAS**, on Thursday, March 16, 2017, the Commission amended the Funding Plan to allocate a total of \$7,000,000\* towards the cost of a study of the HRCS SEIS components not included in the selected SEIS Alternative A; and

**WHEREAS**, sufficient funding is available for the study phase of this Project that has been separated into two discrete parts: one relating to Bowers Hill (\$4,000,000) following the NEPA process, and the other a planning evaluation of the feasibility of the remaining components not selected in the HRCS SEIS Alternative (\$3,000,000); and,

**WHEREAS**, any future incremental allocations to advance the project will be allocated on a case by case basis; and

**WHEREAS**, the Virginia Department of Transportation, Hampton Roads Transportation Planning Organization, and the Hampton Roads Transportation Accountability Commission have developed an MOU that establishes a framework to advance these two study efforts.



***NOW, THEREFORE, BE IT RESOLVED,*** that the Commission approves the Memorandum of Understanding and authorizes the Chair to execute and deliver the document.

***APPROVED and ADOPTED*** by the Hampton Roads Transportation Accountability Commission at its meeting on the 16th day of March, 2017.

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William D. Sessoms, Jr.  
Chair  
Hampton Roads Transportation  
Accountability Commission

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Michael J. Hipple  
Vice-Chair  
Hampton Roads Transportation  
Accountability Commission

**Agenda Item 6C**  
**Action Item**

**To: Chair Sessoms and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: March 16, 2017**

**Re: HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577)**

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**Recommendation:**

The Commission is being asked to approve and authorize the Chair to execute and deliver the prepared Standard Project Agreement for the HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577).

**Background:**

On October 20, 2016, the Hampton Roads Transportation Planning Organization (HRTPO) unanimously approved the Hampton Roads Crossing Study Alternative A as the Preferred Alternative. In order to advance project readiness without delay, VDOT began work on January 3, 2017 to refine the HRCS SEIS Preferred Alternative. VDOT has requested that the HRTAC allocate \$25,000,000 in HRTF funding for a new, related project entitled 'HRCS Preferred Alternative Refinement' (UPC 110577), which will include a geotechnical investigation in the water and on land, survey, administrative oversight, and staff augmentation (the "Applicable PE Work"). The HRCS Preferred Alternative project is identified in the HRTAC Approved 2016-2022 Funding Plan, and, on March 16, 2017, the Commission amended the HRTAC Approved 2016-2022 Funding Plan to include \$25,000,000 for this project. The VDOT and the HRTAC staff and counsel have developed a Standard Project Agreement for Commission approval, under which HRTAC will reimburse VDOT for all of the Applicable PE Work performed since inception.

**Fiscal Impact**

There will be a project impact to the Hampton Roads Trust Fund in the amount of \$25,000,000 in relation to this Action Item.



**Suggested Motion:**

Motion. Motion is to adopt Resolution 2017-03, “Standard Project Agreement for the HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577)”, attached.

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

HRTAC Project Number: HRCS Preferred Alternative Refinement (UPC 110577)

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2017, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

**WITNESSETH**

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

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

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

WHEREAS, Section 33.2-2611 of the Code of Virginia requires HRTAC to use all moneys it receives (the "HRTAC-Controlled Moneys"), which include, without limitation, moneys from the HRTF as well as any bond proceeds and collections from any tolls imposed by HRTAC, solely for the benefit of those counties and cities that are embraced by HRTAC, and in a manner that is consistent with the purposes of the HRTAC Act;

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 (the "MOA");

WHEREAS, the MOA contemplates that HRTAC may from time to time enter into 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 project set forth and described on Appendix A to this Agreement (the “Project”), and 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, VDOT, upon its own initiative, but in the interest of advancing project readiness, began preliminary work on the project on January 3, 2017;

WHEREAS, in recognition of VDOT’s efforts and agreement to provide HRTAC the benefit of its preliminary work, HRTAC and VDOT agree that the Project Schedule for reimbursement of VDOT’s eligible project expenditures will use a January 3, 2017 start date;

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; and

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 initial project budget; and

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



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

A. VDOT's Obligations

VDOT shall:

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

- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for the total budgeted cost before the additional funding became available).

2. Without limiting the foregoing,

- (a) VDOT shall 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) VDOT shall 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.

3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule, VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).
4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if 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 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 or breach of contract, HRTAC shall not be responsible for such additional costs.
- 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, 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.
- 13. Acknowledge that VDOT is 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 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.

15. Subject to and consistent with the requirements of Section F 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). The provisions in this Section A.15 will survive the completion of the Project under this Agreement and/or the termination of this Agreement.
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.

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. 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 assess whether the work being performed likely remains within the scope of this Agreement, the HRTAC Act and other applicable law. Such compliance reviews may entail review of VDOT's financial records for the Project and on-Project site inspections.
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.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. VDOT may terminate this Agreement, for cause, in the event of a material breach by HRTAC of this Agreement. If so terminated, HRTAC shall pay for all Project costs incurred in accordance with the terms of this Agreement through the date of termination and all reasonable costs incurred by VDOT to terminate all Project-related contracts. The Virginia General Assembly's failure to appropriate funds to HRTAC as described in Section F of this Agreement and/or repeal or amendment of the legislation establishing the HRTF or HRTAC's powers shall not be considered material breaches of this Agreement by HRTAC if such failure to appropriate or such repeal or amendment eliminates funds in the HRTF to be used for the Project or renders HRTAC without legal authority to provide funding for the Project. Before initiating any proceedings to terminate under this Section, VDOT shall give HRTAC sixty (60) days written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing HRTAC an opportunity to investigate and cure any such alleged breach.
3. HRTAC may terminate this Agreement, for cause, resulting from VDOT's material breach of this Agreement. If so terminated, VDOT shall refund to HRTAC all funds HRTAC provided to VDOT for the Project and, to the extent permitted by law, with interest earned at the rate earned by HRTAC. HRTAC will provide VDOT with sixty (60) days written notice that HRTAC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law.
4. Upon termination and 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 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.

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 and 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 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). 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. 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

H. Assignment

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

I. 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) If HRTAC proposes to issue bonds, 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 the bond offering,

including, without limitation, tax covenants of the type made by VDOT under its Project Agreements with the Northern Virginia Transportation Authority.

J. 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.

K. 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.

L. Sovereign Immunity

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

M. 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.

N. 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.

O. Governing Law

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

*[Signature page follows]*

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

Hampton Roads Transportation Accountability Commission

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

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

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

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

Virginia Department of Transportation

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

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

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

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

## **APPENDIX A**

### **PROJECT**

#### **NARRATIVE DESCRIPTION OF STANDARD PROJECT SERVICES**

HRTAC Project Title: HRCS Preferred Alternative Refinement (UPC 110577)

Recipient Entity: Virginia Department of Transportation

VDOT Program Manager Contact Information: Tony Gibson (757) 925-2274

HRTAC Executive Director: Kevin Page (757) 420-8300

<b>Project Scope</b>
<p>The Standard Project Services are intended to provide preliminary work for the expansion of the Hampton Roads Bridge Tunnel (HRBT) and refinement of the Preferred Alternative identified in the Hampton Roads Crossing Study and are set forth in more detail below in the Detailed Scope of Services.</p>

<b>Detailed Scope of Services</b>
<p>The detailed scope of the Standard Project Services addressed by this Agreement (and to which the funding provided thereunder relates) consists of preliminary work for the corridor from I-664 to I-564 and includes primarily but is not limited to the following activities for refinement of the Preferred Alternative and initial activities to develop the most appropriate procurement approach for expansion of the HRBT:</p> <ul style="list-style-type: none"><li>• Land survey, including photogrammetry, right-of-way verification, planimetric mapping, digital terrain modeling, and initial utility designation to confirm documentation in the SEIS</li><li>• Wetlands survey/delineation to obtain preliminary Jurisdictional Determination to confirm documentation in the SEIS</li><li>• Cultural resources/archaeological survey (land and marine) to meet the commitments of the Section 106 programmatic agreement</li><li>• Hazardous materials investigations (land and marine) to refine information available on the preferred alternative</li><li>• Geotechnical investigations (land and marine) to refine information available on the preferred alternative</li><li>• Environmental permitting (post NEPA) and agency coordination, including for in-channel geotechnical sampling</li><li>• Evaluation of disposal options for sediment dredge material and excavated boring material to refine information available on the preferred alternative</li><li>• Procurement preparation, including industry outreach (Request for Information process, industry forum, meetings with potential proposers) and assessment of procurement- and delivery-method alternative</li></ul>

Any additional costs for the preliminary work will be subject to and addressed in accord with the terms of this Standard Project Agreement.



**APPENDIX B**  
**PROJECT BUDGET, PROJECT SCHEDULE, AND CASHFLOW**

**APPENDIX B-PROJECT BUDGET & CASH FLOW**

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

HRTAC Project Title:	HRCS Preferred Alternative Refinement (UPC 110577)
Scope of Project Services:	Standard Project Services To Support Preliminary Work For HRCS Preferred Alternative Refinement (UPC 110577)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Tony Gibson (757) 556-7885
Baseline Schedule: Preliminary Work	Start Jan 2017, End December 2017

**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						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other	\$ 25,000,000.00	\$ 25,000,000.00				
<b>Total Estimated Cost</b>	<b>\$ 25,000,000.00</b>	<b>\$ 25,000,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work								
Engineering								
Environmental Work								
Right-of-Way Acquisition								
Construction								
Contract Administration								
Testing Services								
Inspection Services								
Capital Asset Acquisitions								
Other	3,000,000.00		22,000,000.00					
<b>Total Estimated Cost</b>	<b>\$ 3,000,000.00</b>	<b>\$ -</b>	<b>\$ 22,000,000.00</b>	<b>\$ -</b>	<b>\$ -</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 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 2,000,000.00					
August			\$ 3,000,000.00					
September			\$ 3,000,000.00					
October			\$ 4,000,000.00					
November			\$ 4,000,000.00					
December			\$ 4,000,000.00					
January			\$ 1,000,000.00					
February			\$ 1,000,000.00					
March								
April	\$ 1,000,000.00							
May	\$ 1,000,000.00							
June	\$ 1,000,000.00							
<b>Total per Fiscal Year</b>	<b>\$ 3,000,000.00</b>	<b>\$ -</b>	<b>\$ 22,000,000.00</b>	<b>\$ -</b>	<b>\$ -</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.

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

\_\_\_\_\_  
Signature  
Commissioner  
Title

\_\_\_\_\_  
Signature  
HRTAC Chairman  
Title

\_\_\_\_\_  
Date  
Charles A. Kilpatrick, P.E.

\_\_\_\_\_  
Date  
William D. Sessoms, Jr

## APPENDIX C

### FORM OF PAYMENT REQUISITION

HRTAC Project Title and Number: \_\_\_\_\_

Project Scope/Services Description: [From Appendix B] \_\_\_\_\_

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

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>	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

## 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**



## HRTAC RESOLUTION 2017-03

### STANDARD PROJECT AGREEMENT FOR THE HRCS PREFERRED ALTERNATIVE REFINEMENT, STANDARD PROJECT SERVICES TO SUPPORT GEOTECHNICAL, SURVEY, ADMINISTRATION AND STAFF AUGMENTATION PHASE (UPC 110577)

**WHEREAS**, the funding of the Hampton Roads Crossing Study (the “Project”) is covered by the HRTAC 2016-2022 funding plan adopted by the Commission on March 17, 2016 (the “Funding Plan”); and

**WHEREAS**, on October 20, 2016, the Hampton Roads Transportation Planning Organization (HRTPO) unanimously approved the Hampton Roads Crossing Study Alternative A as the Preferred Alternative; and

**WHEREAS**, the Project has evolved to require further refinement of the Hampton Roads Crossing Study Preferred Alternative; and

**WHEREAS**, on Thursday, March 16, 2017, the Commission amended the Funding Plan to allocate a total of \$25,000,000 towards the cost of further refinement of the Hampton Roads Crossing Study Preferred Alternative; and

**WHEREAS**, sufficient funding is available for the further refinement phase of this Project; and,

**WHEREAS**, any future incremental allocations to advance the project will be allocated on a case by case basis; and,

**WHEREAS**, the Virginia Department of Transportation and the Hampton Roads Transportation Accountability Commission staff and counsel have developed standard project agreement that establishes a framework to advance this component of the Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission approves the Standard Project Agreement for the HRCS Preferred Alternative Refinement, Standard Project Services to Support Geotechnical, Survey, Administration and Staff Augmentation Phase (UPC 110577) and authorizes the Chair to execute and deliver the document.



***APPROVED and ADOPTED*** by the Hampton Roads Transportation Accountability Commission at its meeting on the 16th day of March, 2017.

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William D. Sessoms, Jr.  
Chair  
Hampton Roads Transportation  
Accountability Commission

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Michael J. Hipple  
Vice-Chair  
Hampton Roads Transportation  
Accountability Commission

**Agenda Item 6D**  
**Action Item**

**To: Chair Sessoms and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: March 16, 2017**

**Re: Recommendation of the Draft HRTAC FY2018 Budget**

---

**Recommendation:**

The Finance Committee is asking the Commission to endorse proposed FY2018 Budget reflected in the enclosed Budget (the “Draft HRTAC FY2018 Proposed Budget”) and authorize the Finance Committee to hold a public hearing regarding the proposed amendments.

**Background:**

Each year, HRTAC develops, adopts, and tracks its annual operating budget. For FY2018, the HRTAC Finance Committee has developed the Draft HRTAC FY2018 Proposed Budget based on its review of expenditures and anticipated additional needs of the Commission for the upcoming business year. The proposed budget is \$130,000 less than the FY2017 approved budget and anticipates that the HRTF interest/investment income will support the expenditures. The Finance Committee endorsed the Draft HRTAC FY2018 Proposed Budget at its March 9, 2017 meeting and authorized the Finance Committee Chair to communicate the endorsed Draft HRTAC FY2018 Proposed Budget to the Commission and request authorization for a public hearing to be held regarding the Draft HRTAC FY2018 Proposed Budget.

**Fiscal Impact:**

There is a \$2,270,000 fiscal impact of in relation to this Action Item.

**Suggested Motion:**

Motion The Commission authorizes the Finance Committee to hold a public hearing on the Draft HRTAC FY2018 Proposed Budget.







## FY2017 Approved Budget and FY2018 Proposed Budget

CATEGORY	FY2017 Approved			FY2018 Proposed		
	OPERATIONS	PROJECT DEVELOPMENT	FY2017 BUDGET	OPERATIONS	PROJECT DEVELOPMENT	Proposed FY2018 BUDGET
<b>REVENUES</b>						
HRTF Support *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest/Investment Income	1,475,000	925,000	2,400,000	1,300,000	970,000	2,270,000
<b>TOTAL REVENUE</b>	<b>\$ 1,475,000</b>	<b>\$ 925,000</b>	<b>\$ 2,400,000</b>	<b>\$ 1,300,000</b>	<b>\$ 970,000</b>	<b>\$ 2,270,000</b>
<b>EXPENDITURES</b>						
<b>PERSONNEL**</b>						
HRTAC Staff	\$ 500,000	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ 500,000
HRTPO/HRPDC Support Staff**	120,000	-	120,000	75,000	-	75,000
<b>SUBTOTAL PERSONNEL</b>	<b>620,000</b>	<b>-</b>	<b>620,000</b>	<b>575,000</b>	<b>-</b>	<b>575,000</b>
<b>PROFESSIONAL SERVICES</b>						
Audit	40,000	-	40,000	22,000	-	22,000
Bank Fees & Investment Services	300,000	-	300,000	240,000	-	240,000
Legal	425,000	425,000	850,000	375,000	300,000	675,000
Financial Advisors	-	500,000	500,000	-	670,000	670,000
Insurance - D&O/Liability	3,000	-	3,000	4,000	-	4,000
Recruiting	2,500	-	2,500	2,000	-	2,000
<b>SUBTOTAL PROFESSIONAL SERVICES</b>	<b>770,500</b>	<b>925,000</b>	<b>1,695,500</b>	<b>643,000</b>	<b>970,000</b>	<b>1,613,000</b>
<b>TECHNOLOGY/COMMUNICATION**</b>						
Computer hardware & peripherals/ maintenance/communications/phone**	18,200	-	18,200	5,000	-	5,000
LAN system/ Cloud	10,000	-	10,000	10,000	-	10,000
Website Consultant	1,000	-	1,000	1,000	-	1,000
<b>SUBTOTAL TECHNOLOGY/COMMUNICATION</b>	<b>29,200</b>	<b>-</b>	<b>29,200</b>	<b>16,000</b>	<b>-</b>	<b>16,000</b>
<b>ADMINISTRATIVE **</b>						
Public Notices/Advertising	10,000	-	10,000	5,000	-	5,000
Office Space	12,000	-	12,000	12,000	-	12,000
Office Supplies**	1,000	-	1,000	5,000	-	5,000
Furniture	1,200	-	1,200	500	-	500
Printing/Copying**	5,000	-	5,000	9,000	-	9,000
Dues/Subscriptions	2,000	-	2,000	1,000	-	1,000
Travel	5,000	-	5,000	16,000	-	16,000
Meeting Expenses**	14,000	-	14,000	12,000	-	12,000
Postage**	100	-	100	500	-	500
Professional Development	5,000	-	5,000	5,000	-	5,000
<b>SUBTOTAL ADMINISTRATIVE</b>	<b>55,300</b>	<b>-</b>	<b>55,300</b>	<b>66,000</b>	<b>-</b>	<b>66,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,475,000</b>	<b>\$ 925,000</b>	<b>\$ 2,400,000</b>	<b>\$ 1,300,000</b>	<b>\$ 970,000</b>	<b>\$ 2,270,000</b>
<b>BUDGET BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* HRTF Support will be used if the Interest/Investment Income is less than budgeted.

\*\*includes items to be reimbursed to HRPDC/HRTPO



**To: Chair Sessoms and the other members of HRTAC**

**From: Kevin B. Page, Executive Director**

**Date: March 16, 2016**

**Re: Proclamation of Regional Consensus**

---

**Recommendation:**

The Chair recommends that the Commission endorse the Proclamation of Regional Consensus (Attachment 6E).

**Background:**

The Hampton Roads region, through a Proclamation of Regional Consensus, is requesting the assistance of the State and Federal Governments to secure funding for the completion of critical infrastructure to support the Hampton Roads quality of life and regional economy that supports the nation's security and economy. The goal is to promote regional collaboration among partner organizations in support of important regional initiatives. The proclamation requests the assistance from the region's State and Federal delegations for the following projects:

- Completion of improvements to Interstate 64 from Hampton Roads to Richmond
- Improving passenger rail service from Hampton Roads to Richmond, and the emerging northeast passenger rail corridor
- Completion of dredging to deepen and widen the region's harbor channel to support post-Panamax container ships, while maintaining safe and secure mobility of Navy and Coast Guard assets.

Several regional organizations have approved or plan to approve the attached proclamation including the Hampton Roads Military and Federal Facilities Alliance, Hampton Roads Economic Development Alliance, Hampton Roads Chamber, Virginia Peninsula Chamber of Commerce, Virginia Shipbuilders Association, Reinvent Hampton Roads, Opportunity, Inc., and the Peninsula Council for Workforce Development.

The Hampton Roads Planning District Commission voted to approve the Regional Proclamation at its January 19, 2017 meeting; and, the Hampton Roads Transportation Planning Organization voted to approve the Regional Proclamation at its February 16, 2017 meeting.



**Fiscal Impact:**

There is no fiscal impact of in relation to this Action Item.

**Suggested Motion:**

Motion: The Commission endorses the Proclamation of Regional Consensus.

**A Proclamation of Regional Consensus  
From the Hampton Roads Region  
Requesting the Assistance of the State and Federal Governments  
to Secure Funding for the Completion of Critical Infrastructure  
to Support the Hampton Roads Economy**

**WHEREAS**, the Hampton Roads Region plays a critical role in support of the east coast and national economy through the location of the Port of Virginia, with nearly 23 international shipping lines offering direct, dedicated service with connections to 100 plus countries, and

**WHEREAS**, the Hampton Roads Region plays a key national security role and is home to 24 military installations, including the largest naval base in the world, and approximately 145,000 highly trained uniformed and civil service Department of Defense personnel, and

**WHEREAS**, almost 20 percent of all shipbuilding and repair in the United States occurs in Hampton Roads, with the federal government responsible for the vast majority of this work, and

**WHEREAS**, the Hampton Roads Region's coastal setting and nationally significant historic sites provide unparalleled tourism opportunities that fuel the Commonwealth of Virginia's hospitality industry and offer tourism destinations for national and international visitors, and

**WHEREAS**, the Hampton Roads Region is an important part of the emerging Urban Crescent and requires transportation connections to this emerging economic corridor to support its national defense and economic assets, and develop a diverse and prosperous economy.

**NOW THEREFORE, BE IT RESOLVED** that the Hampton Roads Region stands united in requesting assistance from its State and Federal delegations to complete the following projects that are critical to the future of the Region and the nation's economy and national security:

- Completion of improvements to Interstate 64 from Hampton Roads to Richmond, connecting the aforementioned regional assets to the Interstate 95 corridor.
- Improved passenger rail service from Hampton Roads to Richmond, and the emerging northeast passenger rail corridor.
- Completion of dredging to deepen and widen the Region's harbor channel to support post-Panamax container ships, while maintaining safe and secure mobility of Navy and Coast Guard assets.

**BE IT FURTHER RESOLVED**, that the undersigned parties stand ready to develop regional consensus and support around other measures that will strengthen the quality of life and regional economy of Hampton Roads.

Agreed to by the following government, business and nonprofit leaders of the Hampton Roads Region:

# HAMPTON ROADS TRANSPORTATION FUND

## FINANCIAL REPORT

### FY2014 – FY2017

VDOT provides the HRTPO and HRTAC staff with monthly financial reports relating to the HRTF including the following information:

- Revenue from sources as detailed by the collecting agency
- Interest earnings
- Expenditures reflecting both the program total as well as project totals
- The current cash position/balance in the HRTF as well as forecasted cash position/balance

Attached are the January 2017 financial reports. Based on the financial reports received to date from VDOT, the HRTPO staff has analyzed the data and prepared the attached reports and summaries:

### **Revenues**

Total Gross Revenues (as of January 31, 2017): \$ 562,229,933

- State Sales and Use Tax : 437,315,024
- Local Fuels Tax : 119,339,561
- Interest : 1,858,517
- Investment Income: 3,716,831

### **Expenditures**

Total Expenditures: \$60,345,045

- Project Construction: 57,298,910
- Total DMV and Dept. of Tax Administrative Fees: 598,214
- Investment Fees: 539,843
- Operating Expenses: 1,908,078

### **Cash Balance**

Ending Cash Balance: \$501,884,888

### **Encumbered Balance**

Balance of Encumbered (through FY2022): \$1,195,357,301

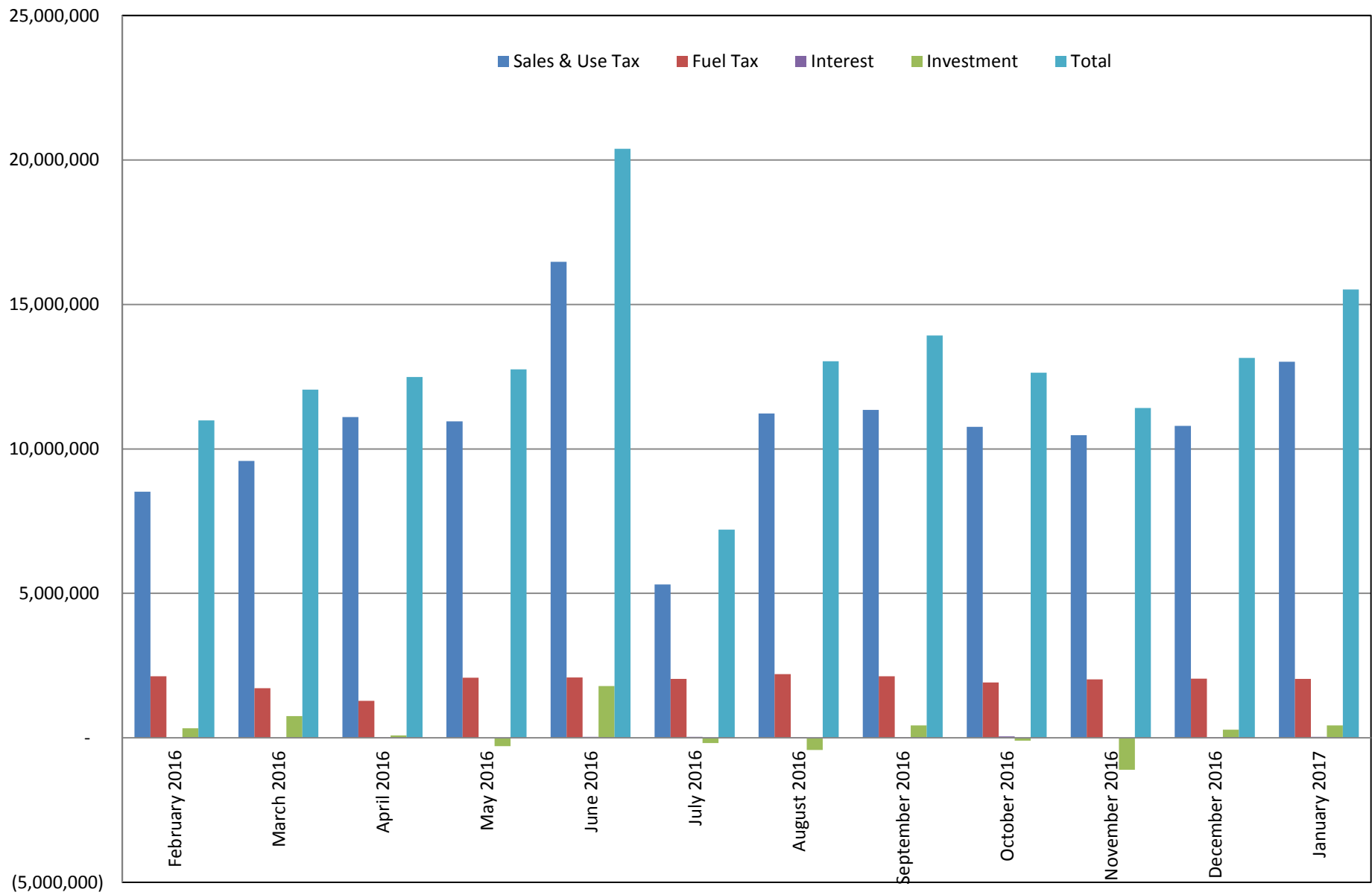
Allocation: \$1,252,656,211

- Less Construction Expenditures: \$57,298,910

**Hampton Roads Transportation Fund (HRTF)**  
**Total of Sales & Use and Fuels Taxes**  
**Summary**

	Gross Revenue					Expenditures					Cummulative Balance
	Sales & Use Tax	Fuel Tax	Interest	Investment		Construction	Dept of Tax		Operating		7/1/13 - 1/31/17
				Income	Total		Admin Fee	Investment Fees	Expenses	Total	
<i>July 2013 - January 2016</i>	\$ 307,737,467	\$ 95,637,410	\$ 1,618,528	\$ 1,683,332	\$ 406,676,736	\$ 1,544,502	\$ 598,214	\$ 188,471	\$ 1,027,968	\$ 3,359,155	\$ 403,317,581
<i>February 2016</i>	8,517,528	2,135,239		331,223	10,983,990	-	-	29,424	51,529	80,953	414,220,618
<i>March 2016</i>	9,586,789	1,714,858	-	750,130	12,051,777	-	-	28,370	108,236	136,606	426,135,789
<i>April 2016</i>	11,106,409	1,278,871	14,767	86,070	12,486,117	-	-	39,416	51,089	90,505	438,531,402
<i>May 2016</i>	10,954,209	2,081,793	-	(283,883)	12,752,119	-	-	55,869	46,199	102,068	451,181,453
<i>June 2016</i>	16,475,897	2,086,824	30,779	1,795,212	20,388,712	32,727,649	-	23,712	133,538	32,884,898	438,685,266
<i>July 2016</i>	5,309,301	2,040,681	31,522	(176,716)	7,204,788	4,088,783	-	32,618	30,167	4,151,567	441,738,487
<i>August 2016</i>	11,224,415	2,208,256	18,323	(415,914)	13,035,080	-	-	24,521	46,924	71,445	454,702,122
<i>September 2016</i>	11,352,413	2,127,695	18,986	428,810	13,927,904	7,721,877	-	23,749	132,191	7,877,817	460,752,209
<i>October 2016</i>	10,761,910	1,919,439	54,945	(94,235)	12,642,059	1,244,537	-	32,586	74,316	1,351,440	472,042,829
<i>November 2016</i>	10,474,452	2,020,272	18,410	(1,100,202)	11,412,932	-	-	19,752	126,389	146,141	483,309,620
<i>December 2016</i>	10,797,186	2,049,963	16,692	285,117	13,148,958	5,659,728	-	14,214	31,198	5,705,141	490,753,438
<i>January 2017</i>	13,017,048	2,038,261	35,565	427,888	15,518,761	4,311,834	-	27,141	48,335	4,387,310	501,884,888
					-					-	501,884,888
Total 12 Months	\$ 129,577,557	\$ 23,702,151	\$ 239,989	\$ 2,033,499	\$ 155,553,198	55,754,408	\$ -	\$ 351,372	\$ 880,111	\$ 56,985,890	
Grand Totals	\$ 437,315,024	\$ 119,339,561	\$ 1,858,517	\$ 3,716,831	\$ 562,229,933	\$ 57,298,910	\$ 598,214	\$ 539,843	\$ 1,908,078	\$ 60,345,045	
Less Balance of Encumbered (through FY2022)											\$ (1,195,357,301)
Total Net Available											(693,472,413)

# HRTF Revenue





**Table 1 - Total HRTF Revenues****Hampton Roads Transportation Fund (HRTF)****Total of Sales & Use and Fuels Taxes****Fiscal Year 2017**

Locality	Total FY2014 - FY 2016	Previous FY2017	January 2017	Total YTD FY2017	Total
<i>Chesapeake</i>	85,583,739	13,375,340	2,879,751	16,255,091	101,838,830
<i>Franklin</i>	4,094,524	562,190	128,116	690,306	4,784,830
<i>Hampton</i>	34,772,960	5,157,554	1,069,127	6,226,681	40,999,641
<i>Isle of Wight</i>	7,502,182	1,149,412	235,876	1,385,288	8,887,470
<i>James City</i>	21,356,516	3,415,299	751,553	4,166,852	25,523,369
<i>Newport News</i>	49,945,592	7,658,203	1,674,339	9,332,542	59,278,134
<i>Norfolk</i>	64,950,150	9,594,681	1,973,461	11,568,142	76,518,292
<i>Poquoson</i>	1,237,029	147,383	32,818	180,201	1,417,229
<i>Portsmouth</i>	16,717,771	2,394,601	474,051	2,868,652	19,586,423
<i>Southampton</i>	2,255,654	328,444	61,367	389,811	2,645,465
<i>Suffolk</i>	22,212,686	3,348,421	753,689	4,102,110	26,314,796
<i>Virginia Beach</i>	126,726,303	19,999,634	3,990,309	23,989,943	150,716,245
<i>Williamsburg</i>	10,340,895	1,854,353	343,375	2,197,728	12,538,623
<i>York</i>	21,617,290	3,300,470	687,476	3,987,946	25,605,236
Total	469,313,290	72,285,985	15,055,309	87,341,294	556,654,585
Interest	1,664,074	158,878	35,565	194,443	1,858,517
Investment Income (Sterling&PFMAM*/ Union/LGIP)	4,362,082	(1,073,139)	427,888	(645,251)	3,716,831
Total Revenues	475,339,447	71,371,724	15,518,761	86,890,486	562,229,933
Construction	(34,272,151)	(18,714,925)	(4,311,834)	(23,026,759)	(57,298,910)
DMV and Dept of Tax Admin Fees	(598,214)	-	-	-	(598,214)
Investment Fees (Sterling)	(365,262)	(147,441)	(27,141)	(174,582)	(539,843)
Operating Expense	(1,418,558)	(444,085)	(48,335)	(489,521)	(1,908,078)
Cash Balance	438,685,263	52,065,274	11,131,451	63,199,624	501,884,888
Less Balance of Encumbered					(1,195,357,301)
Net Available Cash					(693,472,413)
Updated Forecast	503,745,037	69,055,136	14,157,324	83,212,460	586,957,497
Total Revenue - Forecast (under)/over	(28,405,590)	3,230,848	897,985	4,128,833	(24,727,564)

\* HRTAC has reconciled the transition and valuation methodology change from Sterling to PFMAM.

## Table 1A - State Sales & Use Tax

Hampton Roads Transportation Fund (HRTF)

*State Sales & Use Tax*

*Fiscal Year 2017*

Locality	Total FY2014 - FY 2016	Previous FY2017	January 2017	Total YTD FY2017	Total
<i>Chesapeake</i>	\$ 65,494,853	\$ 10,650,553	\$ 2,413,127	\$ 13,063,680	\$ 78,558,534
<i>Franklin</i>	2,808,293	438,516	100,096	538,612	3,346,905
<i>Hampton</i>	26,599,916	4,022,767	873,135	4,895,902	31,495,818
<i>Isle of Wight</i>	4,089,875	752,250	164,580	916,830	5,006,705
<i>James City</i>	18,544,657	3,108,828	705,433	3,814,260	22,358,918
<i>Newport News</i>	39,689,099	6,494,713	1,499,577	7,994,290	47,683,390
<i>Norfolk</i>	53,291,271	8,390,019	1,788,064	10,178,083	63,469,354
<i>Poquoson</i>	868,089	138,664	31,486	170,149	1,038,239
<i>Portsmouth</i>	11,922,181	1,799,333	381,091	2,180,424	14,102,606
<i>Southampton</i>	930,935	184,228	32,066	216,294	1,147,228
<i>Suffolk</i>	14,870,545	2,539,757	589,847	3,129,605	18,000,150
<i>Virginia Beach</i>	100,505,441	17,276,791	3,552,323	20,829,115	121,334,556
<i>Williamsburg</i>	8,209,028	1,380,220	301,245	1,681,465	9,890,493
<i>York</i>	16,554,113	2,743,039	584,979	3,328,018	19,882,130
<b>Total</b>	<u>\$ 364,378,298</u>	<u>\$ 59,919,678</u>	<u>\$ 13,017,048</u>	<u>\$ 72,936,726</u>	<u>437,315,024</u>
Updated Forecast	<u>363,171,042</u>	<u>58,625,519</u>	<u>12,268,664</u>	<u>70,894,183</u>	<u>434,065,225</u>
Diff(under)/over	1,207,256	1,294,159	748,384	2,042,543	3,249,799

## Table 1B - Local Fuels Tax

### Hampton Roads Transportation Fund (HRTF)

#### Local Fuels Tax

*Fiscal Year 2017*

Locality	Total FY2014 - FY 2016	Previous FY2017	January 2017	Total YTD FY2017	Total
<i>Chesapeake</i>	\$ 20,088,886	\$ 2,724,787	\$ 466,624	\$ 3,191,410	\$ 23,280,297
<i>Franklin</i>	1,286,231	123,674	28,020	151,695	1,437,926
<i>Hampton</i>	8,173,043	1,134,787	195,992	1,330,779	9,503,823
<i>Isle of Wight</i>	3,412,308	397,161	71,296	468,458	3,880,765
<i>James City</i>	2,811,859	306,472	46,120	352,592	3,164,451
<i>Newport News</i>	10,256,493	1,163,490	174,762	1,338,252	11,594,744
<i>Norfolk</i>	11,658,879	1,204,662	185,398	1,390,060	13,048,938
<i>Poquoson</i>	368,939	8,719	1,332	10,051	378,991
<i>Portsmouth</i>	4,795,589	595,268	92,960	688,228	5,483,817
<i>Southampton</i>	1,324,719	144,217	29,301	173,518	1,498,237
<i>Suffolk</i>	7,342,141	808,664	163,842	972,506	8,314,646
<i>Virginia Beach</i>	26,220,861	2,722,843	437,985	3,160,828	29,381,689
<i>Williamsburg</i>	2,131,867	474,133	42,131	516,264	2,648,131
<i>York</i>	5,063,178	557,430	102,497	659,927	5,723,105
<b>Total</b>	<u>104,934,993</u>	<u>\$ 12,366,306</u>	<u>\$ 2,038,261</u>	<u>\$ 14,404,567</u>	<u>\$ 119,339,560</u>
Updated Forecast	<u>139,700,002</u>	<u>10,429,617</u>	<u>1,888,660</u>	<u>12,318,277</u>	<u>152,018,279</u>
Diff(under)/over	<u>(34,765,009)</u>	<u>1,936,689</u>	<u>149,601</u>	<u>2,086,289</u>	<u>(32,678,719)</u>

## Table 2 - Allocations

### Hampton Roads Transportation Fund (HRTF)

#### Allocations

**Fiscal Year 2017**

Project	Total FY2014 - FY 2016	Previous FY2017 January 2017	Total YTD FY2017	Total
<i>I-64 Peninsula Widening</i>				
- UPC 104905 (Segment 1) -Construction	\$ 44,000,000	\$ - \$ - \$ -	\$ -	\$ 44,000,000
- UPC 106665 (Segment 2) - PE & Construction	213,592,853	-	-	213,592,853
- UPC 106689 (Segment 3) - PE	10,000,000	-	-	10,000,000
- UPC 106689 (Segment 3) -ROW & Construction	-	156,376,066	156,376,066	156,376,066
<i>I-64/264 Interchange Improvement</i>				
- UPC 17630 - PE/ROW	54,592,576	-	-	54,592,576
- UPC 57048 - PE/ROW	15,071,063	-	-	15,071,063
- UPC 57048 - Construction of Phase 1	137,023,653	-	-	137,023,653
- UPC 106693 - PE - Phase 3	-	10,000,000	10,000,000	10,000,000
<i>Third Crossing - UPC 106724 - SEIS</i>	5,000,000	2,000,000	2,000,000	7,000,000
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - PE</i>	20,000,000	-	-	20,000,000
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - ROW &amp; Construction</i>	580,000,000	-	-	580,000,000
<i>Route 460/58/13 Connector - UPC 106694 - PE</i>	5,000,000	-	-	5,000,000
<b>Total</b>	<u>\$ 1,084,280,145</u>	<u>\$ 168,376,066</u>	<u>\$ -</u> <u>\$ 168,376,066</u>	<u>\$ 1,252,656,211</u>

## Table 3 - Expenditures

### Hampton Roads Transportation Fund (HRTF)

#### *Expenditures*

#### *Fiscal Year 2017*

Project	Total FY2014 - FY 2016	Previous FY2017	January 2017	Total YTD FY2017	Budget FY2017	Total
<i>I-64 Peninsula Widening</i>						
- UPC 104905 (Segment 1) -Construction	\$ 1,544,502	\$ -	\$ -	\$ -	\$ 9,626,410	\$ 1,544,502
- UPC 106665 (Segment 2) - PE & Construction	7,701,121	14,021,068	3,682,518	17,703,586	69,210,987	25,404,707
- UPC 106689 (Segment 3) - PE	-	-	-	-	2,600,000	-
<i>I-64/264 Interchange Improvement</i>						
- UPC 17630 - PE/ROW	14,029,051	2,798,898	376,668	3,175,567		17,204,618
- UPC 57048 - PE/ROW	7,635,322	311,436	119,544	430,980	3,306,018	8,066,302
- UPC 57048 - Construction of Phase 1	-	-	-	-	22,402,977	-
- UPC 106693 - PE - Phase 3	-	-	-	-	1,100,000	-
<i>Third Crossing - UPC 106724 - SEIS</i>	-	-	-	-	7,000,000	-
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - PE</i>	3,362,155	1,583,522	133,104	1,716,626	6,000,000	5,078,781
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - ROW &amp; Construction</i>	-	-	-	-		-
<i>Route 460/58/13 Connector - UPC 106694 - PE</i>	-	-	-	-	1,527,768	
<b>Total</b>	<u>\$ 34,272,151</u>	<u>\$ 18,714,925</u>	<u>\$ 4,311,834</u>	<u>\$ 23,026,759</u>	<u>\$ 122,774,160</u>	<u>\$ 57,298,910</u>