

AGENDA

Hampton Roads Transportation Accountability Commission

Regular Meeting

In Person Meeting

December 15, 2022
12:30 p.m.

1. Call to Order and Roll Call

2. Approval of Agenda

3. Public Comment Period

- Limit 5 minutes per individual

4. Chair's Comments

5. Consent Items

- Recommended Action: Approval

- A. Minutes of the September 15, 2022 Regular Meeting (Attachment 5A)**
- B. Approved HRTAC FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects - Adjustments to Values to Support HRELN Segment 1A Cost Increase and Corresponding Amendments to Project Agreements (Attachment 5B)**
- C. Approved HRTAC FY2023-FY2028 Plan of Finance Update – Amendment to add I-264 Independence Boulevard Interchange Improvements – Full Interchange Access Report Development (Attachment 5C)**
- D. Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project – Extension of Time Re: Plenary Authority to Take Certain Actions in Support of VDOT's Efforts Re: Project Issues (Attachment 5D)**

6. Action Items

- Recommended Action: Discussion/Endorsement/Recommendation/Direction

- A. Amendment to Executive Director Employment Agreement - Closed Session (Attachment 6A) – Chair Tuck, Finance Committee Chair Hipple, and Counselor Inglima**

7. Information Items

- A. HRTAC Monthly Financial Report – (Attachment 7A) – Finance Committee Chair Hipple**

- B. **VDOT Project Updates - (Attachment 7B)** – VDOT Hampton Roads Administrator Hall
- C. **HRTAC Regular Meeting – March 16, 2023, 12:30 p.m.**

8. Adjournment

THE MAGAZINE OF THE
VIRGINIA MUNICIPAL LEAGUE

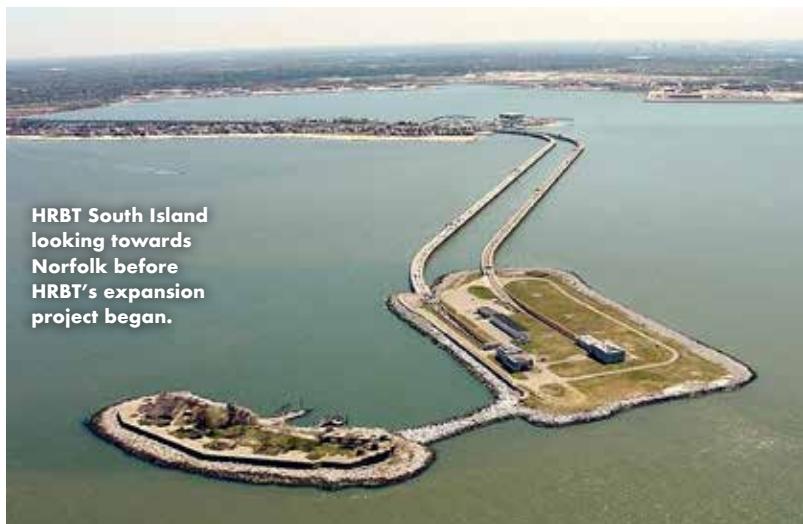
Priority: Transportation



The long and winding road: How the Hampton Roads region stepped up to deliver generational transportation projects

IN HAMPTON ROADS, signs of progress in transportation are everywhere. Highway construction cones are popping up like ever-blooming orange flowers all over Interstate 64. Construction cranes dot the horizon along highways. A new high-rise bridge towers over the Intercoastal Waterway even as an enormous tunnel boring machine makes its way under the Hampton Roads navigable channel. Buses show up more often on the region's core transit routes where hundreds of new bus shelters have arisen to welcome riders.

VDOT



VDOT

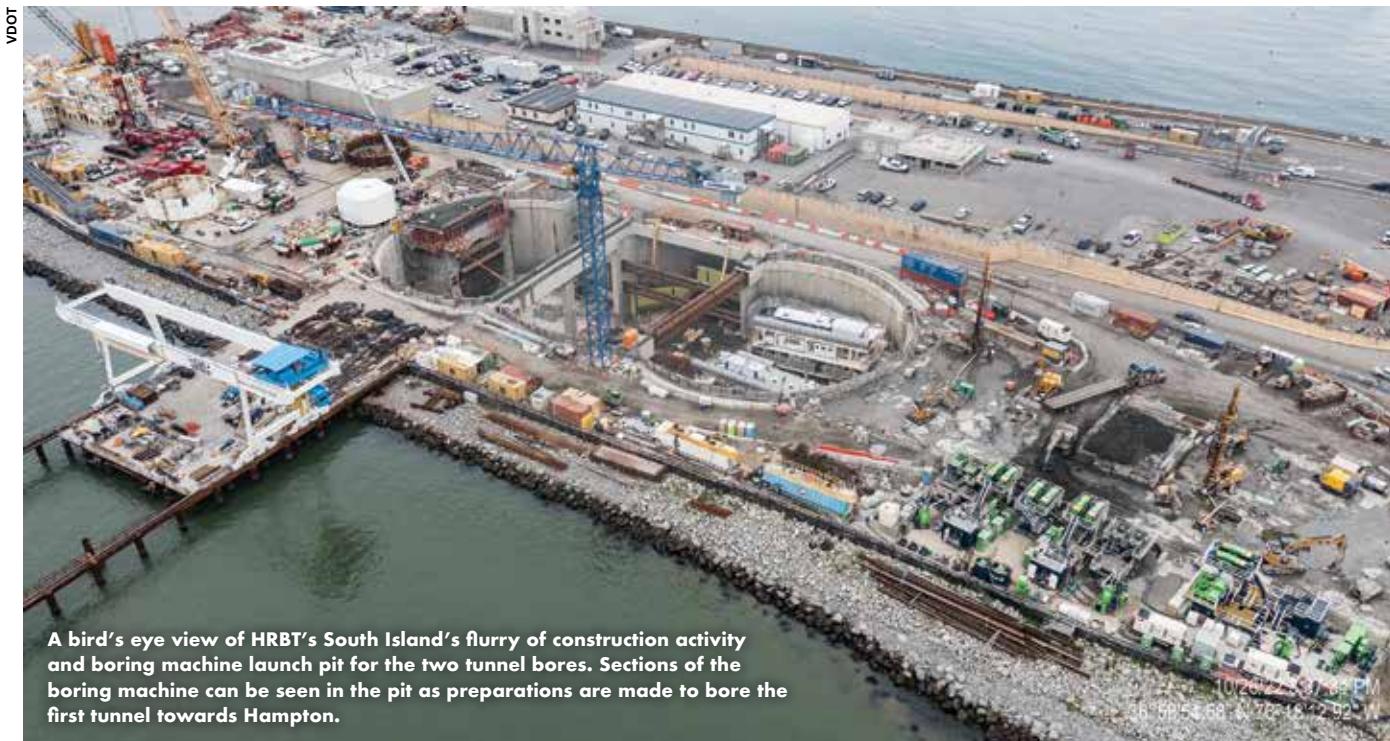


These details are part of the larger story about how a regional government is addressing congestion relief and improving the economic vitality and quality of life for 1.7 million people in the Hampton Roads region. While the pace of improvements seems to have taken on a new life in recent years, the full story goes back much further. For those interested in learning how to bring some of this energy to their own region, it's a story worth hearing in full.

The evolution of a regional government: A 20-year journey in the making

The original U.S. Interstate Highway System was proclaimed complete in 1992, but in the decades that followed, the Hampton Roads region continued to experience rising transportation issues. Improvement projects promised some relief, but even after the Federal Highway Administration and VDOT completed the last major I-64 improvement project in 2009, the region continued to experience rising congestion. The federal or state funding necessary for Hampton Roads to pave or bus its way out of its congestion crisis was simply not available and the list of needs was growing larger each year.

Thelma Drake, who served in Virginia's House of Delegates and the U. S. House of Representatives for thirteen years, remembers that "Hampton Roads always



A bird's eye view of HRBT's South Island's flurry of construction activity and boring machine launch pit for the two tunnel bores. Sections of the boring machine can be seen in the pit as preparations are made to bore the first tunnel towards Hampton.

came to me with an unprioritized project list and an ask for \$9 billion. It was easy to say 'no' as neither Congress nor the General Assembly had that much funding available for one region. They needed to prioritize their projects and come back with one or two projects for funding at a time."

In 2012, the Hampton Roads Transportation Planning Organization (HRTPO) approved a list of priority projects as part of the region's long-range transportation plan. The initial list included improvements to several regional highways, bridges, and tunnels with a total cost of \$9 billion. Although HRTPO had succeeded in identifying and prioritizing the region's transportation needs, there was still not enough money to address those needs.

During the time HRTPO was developing its list of priorities, the General Assembly set in motion a near two-decade long effort to identify funding and governance to address highway and transit needs for the Hampton Roads region. This was driven in large part by the increasing congestion at the Hampton Roads Bridge Tunnel (HRBT) where backups of four to five miles were increasingly the norm.

In 2001, then Senator Frank Wagner carried legislation that created the Third Crossing Commission to study the traffic woes in Hampton Roads. "At that time a new crossing was being considered as a way to relieve pressure on the HRBT," recalls Wagner, who served 28 years in the General Assembly's House and Senate. "The study determined that expanding the existing HRBT, as opposed to a new third crossing, would be less expensive and easier to get the requested permits. The Third Crossing Commission also determined that this project would cost between \$3 and \$4 billion. This figure is far more than our region would expect from our normal allocation of transportation trust fund dollars."

Wagner remembers that there were two choices: "We could do nothing, traffic would continue to build, our local economy would suffer, and we would risk losing valuable military assets due to our increasing inability to move goods and services; or we could create a regional source of funding to expand HRBT and take care of other critical road infrastructure projects."

In 2002, a bipartisan majority of the General Assembly recognized that the existing, statewide transportation funding allocation

process did not address the very different needs of Virginia's geographic regions. They created the Hampton Roads Transportation District Fund as part of a regional referendum effort. Pierce Homer, Virginia's deputy secretary of transportation at the time, who went on to service as Virginia's secretary of transportation from 2005 – 2010, recalls that "while the 2002 referendum failed, the concept of dedicated regional revenues had gained bipartisan support."

A second attempt in 2007 passed with bipartisan support and created dedicated regional funding for Hampton Roads. This measure was subsequently invalidated by the Virginia Supreme Court.

In 2012, the General Assembly passed HB 2 which established competitive priority multi-modal ground transportation funding for statewide and VDOT district specific projects. This program soon became known as Smart-Scale.

Finally, in 2013 the General Assembly hit a home run when it passed HB 2313, a major funding package to address both statewide and regional needs.

Sean Connaughton, former Virginia secretary of transportation, who had a hand in drafting HB 2313 for Hampton Roads, recalls that addressing the needs associated with large projects dominated the discussions between the Administration and the region. "Incredibly, there was opposition to using regional funds for transit," he remembers. "After a lot of back room fighting, transit was dropped."

Even with transit off the table for the time being (see sidebar), the funding required to address highway congestion in Hampton Roads was voluminous. Chris Jones, who served in the General Assembly's House of Delegates for 22 years and helped negotiate HB 2313 observes: "Creating a long-term regional funding mechanism to address the highest priority needs of the region was the top priority. The next

What about transit?

THE HAMPTON ROADS transit needs, neglected by design in 2013, were addressed in 2020 by legislation creating the Hampton Roads Regional Transit Fund. This fund is administered by the Hampton Roads Transportation Accountability Commission to support network transit projects and operations in localities connected by Hampton Roads Transit (HRT).



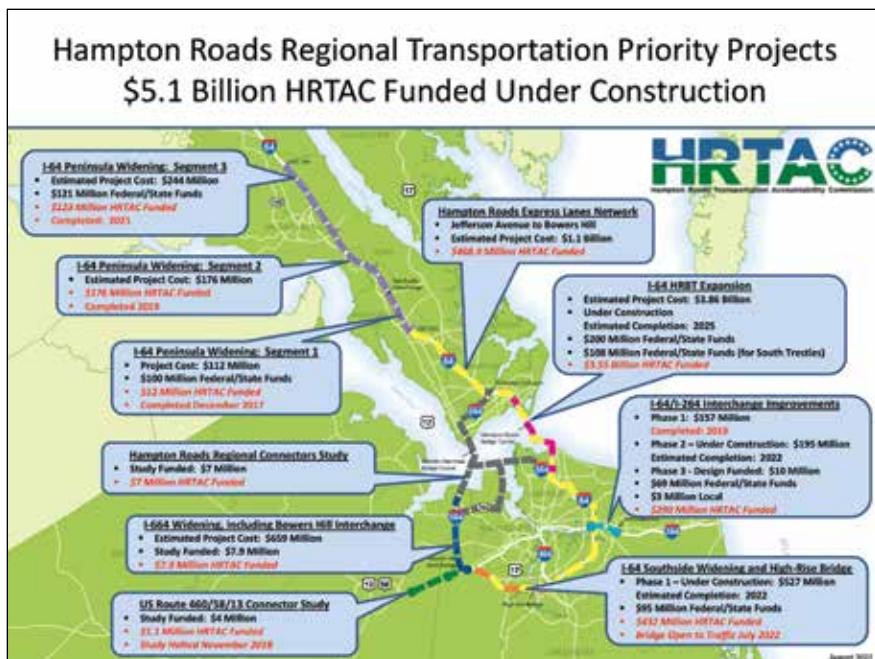
VDOT

Then HRTAC Chair Michael Hipple and VDOT Commissioner Stephen Brich shake hands after signing the historic HRBT funding agreement, the largest single value transportation project undertaken in the history of the Commonwealth. (L-R) HRTAC Executive Director Kevin Page, Governor Northam, Secretary of Transportation Valentine, and HRBT Project Director Jim Utterback look on.



R. CRUM

The 757 Express launched in October 2022 provides more frequent bus service on the core connected HRT system. HRTAC funding supported new bus purchases and service operations.



K. PAGE

New bus shelters with solar lighting are HRTAC funded improvements to the HRT system.

priority was to ensure that the monies generated could only be used as intended."

To address concerns related to the use of the funds, HB 2313 established the Hampton Roads Transportation Fund and stipulated that it be used solely for new construction projects on new or existing roads, bridges, and tunnels, as approved by the HRTPO (changed in 2014 to the Hampton Roads Transportation Accountability Commission).

With the funding mechanism in place, it remained to be determined how the funds would be administered. "The HRTPO was a placeholder for the administration of the new regional funds in HB 2313," recalls Jones. "We were informed by the experiences of NVTAC and NFTA and set out to address the inherent needs and establish a governance model that best fit Hampton Roads. It had to truly be an accountable commission, hence the requirement that the chief elected officer of each jurisdiction serve as its representative. It was also important to have General Assembly representation."

During 2014, the General Assembly passed the enabling legislation creating the Hampton Roads Transportation Accountability Commission (HRTAC) including accountability measures for the 2013 regional revenues in Hampton Roads. Under the new law, a

23-member board of 10 mayors, four county board member appointees, five legislators, and four members of the Executive Branch would procure, finance, build, and operate highway, bridge, tunnel, and transit projects in Hampton Roads. For the inaugural cohort it was an immense responsibility that required strong leadership. It took some careful prodding from the Administration and legislators, multiple votes to elect its first chair, and then a careful process to hire an executive director, but by mid-2015 HRTAC was ready to roll. Soon thereafter it stepped on the accelerator pedal and has never looked back!

Reflecting on the fast pace of HRTAC, Michael Hipple, James City County supervisor and former HRTAC chair and current HRTAC Finance Committee chair says, "If you are going to be a bear, be a grizzly."

Those seeking evidence of Hipple's willingness to go big, should consider that during his stint as HRTAC's chair he was signatory to the historic funding agreement for the HRBT project. In fact, at present over \$5.1 billion of HRTAC controlled monies support construction contracts for congestion relief improvements, and \$62.2 million support transit improvements for Hampton Roads Transit's core connected network.

The low hanging fruit: HRTAC's first six projects

Knowing that all the projects on the list of transportation priorities could not be started at once, HRTAC and VDOT determined that six projects should take precedence and that the \$1 billion in funding necessary to complete them all was within reach. These projects included:

- The three distinct segments of the I-64 peninsula widening project
- Phases I and II of the I-64/I-264 interchange east bound to Witchduck Road
- The I-64 widening southside high-rise bridge project

In total, just under 200 lane miles of new capacity and rehabilitated interstate would be delivered in just seven years. Indeed, we are on the cusp of realizing the success of these first six projects which broke ground in 2015 and will be fully completed by the end of this winter. All these projects were primarily funded by HRTAC with VDOT participation on several projects through Smart Scale program awards.



Rear view of Mary the HRBT tunnel boring machine, named after Mary Winston Jackson, a NASA Scientist and Mathematician.

HERRENKNECHT

Speaking of HRTAC...

"HRTAC has been a model of regional cooperation that has exceeded even the most optimistic expectations for how a region comes together to solve its problems."

-Former member of the Virginia House of Delegates Chris Jones

"Starting up a new commission that is addressing today's transportation needs and will still be there for future generation's transportation needs in Hampton Roads was the high point of my political career. I can look back and say I helped create and build an organization that will continue to serve the citizens of Hampton Roads long after I am gone."

-Former member of the Senate of Virginia Frank Wagner

"Working in partnership with the regional leaders and the state to achieve a shared vision has shown great results. I am very proud to be a part of the generational projects that the regional leadership through HRTAC has brought forward in our relationships with the HRTPO, the Commonwealth, and HRT in such a short period of time."

-Mayor of the City of Hampton and HRTAC Chair Donnie Tuck

The Big Kahuna: The I-64 Hampton Roads Bridge Tunnel project digs in

With the first six projects underway, the time was ripe for the region and VDOT to tackle what was to become the largest single value transportation project undertaken in the history of the Commonwealth: The I-64 Hampton Roads Bridge Tunnel (HRBT) Expansion Project.

To inform the HRBT decision makers, HRTAC funded a VDOT supplemental environmental impact study and evaluation of 14 elements of the next "Third Crossing" of the Hampton Roads Channel. At a pivotal moment in October 2016, the HRTPO approved the HRBT project as a priority highway congestion project (albeit, with conditions).

Of that moment in 2016, HRTPO/HRPDC Executive Director Bob Crum, recalls: "By selecting the HRBT project as the preferred alternative, it allowed the region the funding to also move forward with a group of projects that would represent a generational investment in the region's interstate highway network including the I-64 Peninsula, I-64/I-264 interchange and High-Rise Bridge/I-64 Southside projects. As part of this consensus building process, the region also provided the HRTPO funding through HRTAC to evaluate the next group of projects that might be considered as regional priority project."

Norfolk Mayor Kenneth Alexander, who has a combined 14 years of elected service in Virginia's Senate and House, notes that "It was extremely important for the region to continue the evaluation of future improvement opportunities to solve our transportation challenges."

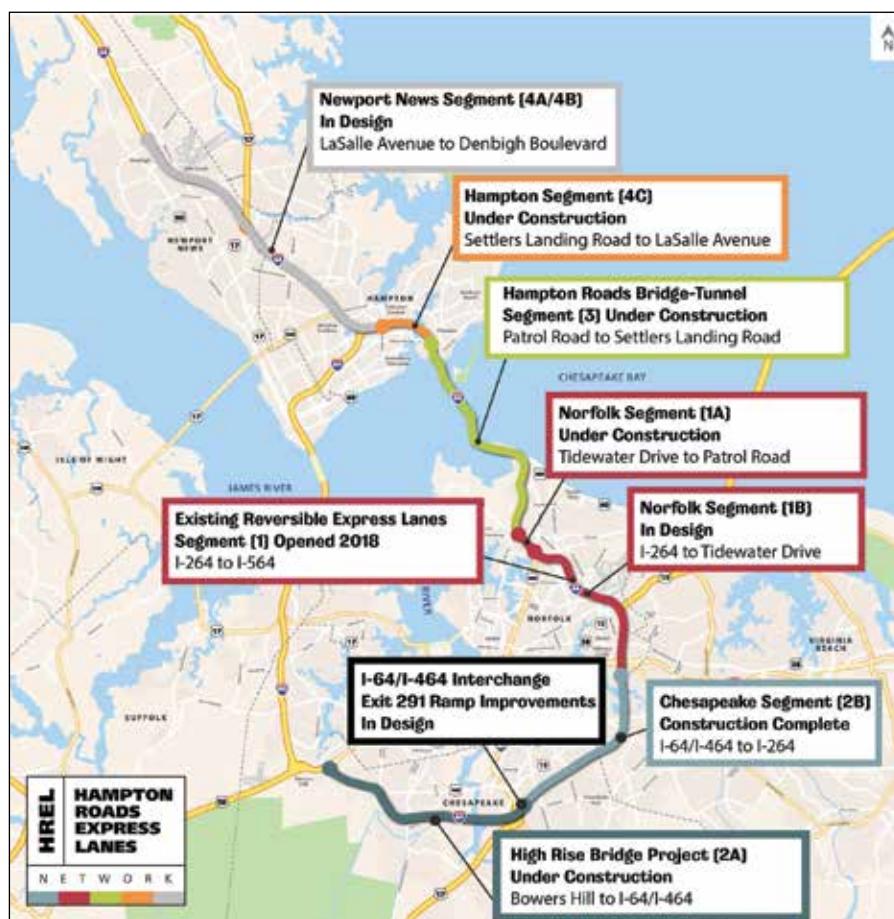
Mayor Alexander, who began his role in Norfolk in May 2016, led the October 2016 negotiations that influenced the HRBT decision

to include HRTAC funding in further evaluation of the Bowers Hill Interchange/I-664 and the next set of mega transportation solutions for Hampton Roads that would follow HRBT. The HRTPO's decision for HRBT and future projects was backed up by a commitment from HRTAC for \$3.56 billion of the \$3.86 billion needed for the HRBT project to be completed during 2026 as well as funding for the Bowers Hill and Regional Connector studies.

Get in the HOT lane: The Hampton Roads Express Lanes

The Hampton Roads Express Lanes Network (HRELN) was developed to make it possible for HRTAC to finance a portion of its commitment for the HRBT and to ensure reliable congestion relief over a 44-mile-long section of I-64. In 2020, the General Assembly conditionally extended the authority of HRTAC to include the governance of HRELN. This authority included collection of toll revenues from the managed lanes network being developed by HRTAC and VDOT on I-64 between West Jefferson Avenue in Newport News through the HRBT to the Bowers Hill Interchange in Chesapeake.

Like the I-95 toll lanes in Northern Virginia, the HRELN High Occupancy Toll (HOT) lanes will be an option for drivers willing to pay a toll with free HOT access for qualified high occupancy vehicles. In August 2020, HRTAC and VDOT entered into a master agreement for the HRELN to define the roles and responsibilities of the parties. HRTAC has now set the initial tolling policy and begun funding HRELN project segments to be constructed by VDOT. The HOT lanes are slated to be in operation by the completion of the HRBT project.



The Hampton Roads Express Lanes Network of High Occupancy Toll ("HOT") lanes will be adjacent to the general-purpose lanes with free access for qualified high occupancy vehicles.

Project financing and COVID-19: Moving, moving, moving. Keep those projects moving!

While the world slowed to a crawl during the pandemic, and many infrastructure projects were halted or delayed, HRTAC and VDOT forged ahead. All HRTAC funded construction projects kept pace with their project schedules to deliver nearly 200 lane miles of combined highway capacity and rehabilitation improvements for congestion relief by the end of 2022. Also, during this time, HRTAC kept its funds flowing to support the HRBT project.

How was this accomplished?

HRTAC and its financial advisors developed an approach that tested the impacts of COVID-19 and the availability of HRTAC controlled funds. HRTAC took advantage of unprecedented low interest rates from 2018 through 2022 to implement a debt financing plan that produced \$4.07 billion in debt and federal TIFIA loan revenues. These revenues were issued and closed for the most part during the pandemic. Moreover, HRTAC issued debt and borrowed federal funds at a time when the interest rates were well below construction cost escalation.

"The prudent and active financing activities of HRTAC saved the region around \$551 million in present value dollars in financing costs," according to David Miller of PFM Financial Advisors.



"HRTAC has never missed a payment" said Chris Hall, VDOT's Hampton Roads district engineer.

The road (and transit rides) ahead

With HRTAC serving up the funding, and VDOT completing the work, the next set of highway projects to address congestion in the Hampton Roads region is already in development. HRTAC's \$11.4 billion 2045 Long Range Funding Plan includes the delivery of improvements to I-264 and the Independence Boulevard Interchange; I-64/I-664 Bowers Hill Interchange and I-664 to College Drive; I-64/I-464 Interchange; I-64 Denbigh Boulevard; and improvements to major interstate feeder corridors in Portsmouth and Chesapeake.

HRTAC and HRT will continue to develop core connected transit operations and capital projects through the HRRTF program's \$1 billion 2045 Long Range Funding Plan. But it's not time yet to tell that story. For the time being, the 1.7 million people in Hampton Roads can rest assured that their regional leadership is committed to addressing congestion relief and to improving their economic vitality and quality of life.

About the Author: Kevin Page has 37 years of executive and senior leadership experience in the transportation industry in Virginia. Kevin joined HRTAC as its first executive director in August 2015.

Agenda Item 5A
Consent Item

To: Chair Tuck and the other members of the Commission

From: Kevin B. Page, Executive Director

Date: December 15, 2022

Re: September 15, 2022 Regular Meeting Minutes

Recommendation:

The Commission is asked to approve the Commission's September 15, 2022 Regular 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: The Commission approves and adopts the minutes of the Commission's Regular Meeting on September 15, 2022.



**Hampton Roads Transportation
Accountability Commission (HRTAC)
Summary Minutes of the September 15, 2022 Regular Meeting**

The Hampton Roads Transportation Accountability Commission (HRTAC) Regular Meeting was called to order at 12:31 p.m. with the following in attendance:

HRTAC Members in Attendance:

Mayor Donnie Tuck, Chair
Mayor Rick West, CH
Supervisor William McCarty, IW
Supervisor Michael Hipple, JC
Mayor McKinley Price, NN
Mayor Kenneth Alexander, NO
Mayor Shannon Glover, PO*
Supervisor Christopher Cornwell, SH

Vice Mayor Leroy Bennet (in for Mayor Michael Duman), SU
Mayor Bobby Dyer, VB
Mayor Doug Pons, WM
Delegate Amanda Batten, VGA
Delegate Anne Ferrell Tata, VGA
Senator Louise Lucas VGA*
Senator Monty Mason, VGA

HRTAC Executive Director

Kevin Page

HRTAC Ex-Officio Members in Attendance:

Commissioner Stephen Brich, VDOT

Director Chris Gullickson, VPA

Other Participants:

Chris Price, CH
Scott Stevens, JC
J. Randall Wheeler, PQ
Bob Baldwin, PO
Brian Thrower, SH
Al Moor, SU

Patrick Duhaney, VB
Andrew Trivette, WM
Wayne Coleman, CTB
District Engineer Chris Hall, VDOT
Eric Ballou, Kaufman & Canoles
Tom Inglima, Willcox & Savage

HRTAC Voting Members Absent:

Mayor Frank Rabil, FR
Councilman Herbert "Buddy" Green (in for Mayor Gordon Helsel), PQ

Supervisor Thomas G. Shepperd, YK

HRTAC Ex-Officio Members Absent:

Board Member Frederick T. Stant III, CTB
Director Jennifer Debruhl, DRPT

Delegate Barry Knight, VGA

* Denotes Late Arrival or Early Departure

Others Recorded Attending:

David Westcott, Jr. (CH); Stefani Strachan (HA); Jessica Dennis, Noell Sanders (NO); Sherri Neil (PO); Debra Bryan (VB); Mark Geduldig-Yatrofsky (CAC Chair); Noelle Pinkard (HRT);

Katie Allen, Jim Cook, Mary DiMartino (JP Morgan); Mike Garber (PB Mares); Drew Lumpkin (Senator Mark Warner's Office); Todd Halacy (VDOT); Ashley Mason Rhodes (Veterans Reporters); Danetta Jankosky, Andrew Margason, Tiffany Smith, Jaquil Tatum, Chris Vaigneur (HRPDC); Lynn Coen, Jennifer Hodnett (HRTAC); Bob Crum, Matthew Harrington, John Mihaly, Pavithra Parthasarathi, Dimitry Rekhter (HRTPO)

Call to Order and Roll Call

Chair Donnie Tuck called the meeting to order at 12:31 p.m. and a roll call vote of all Members was taken in order to confirm a quorum:

Mayor Rick West: Present
Mayor Frank Rabil: No Response
Chair Donnie Tuck: Present
Supervisor William McCarty: Present
Supervisor Michael Hipple: Present
Mayor McKinley Price: Present
Mayor Kenneth Alexander: Present
Councilman Buddy Green: No Response
Mayor Shannon Glover: Present
Supervisor Christopher Cornwell: Present
Vice Mayor Leroy Bennet: Present
Mayor Robert Dyer: Present
Mayor Doug Pons: Present
Supervisor Thomas Shepperd: No Response
Senator Louise Lucas: Present
Senator Monty Mason: Present
Delegate Barry Knight: No Response
Delegate Amanda Batten: Present
Delegate Anne Ferrell Tata: Present
Board Member Frederick Stant: No Response
Commissioner Stephen Brich: Present
Director Jennifer Debruhl: No Response
Director Chris Gullickson: Present

The quorum was confirmed by Mr. John Mihaly.

Approval of Agenda

Mayor Bobby Dyer Moved to approve the agenda, Seconded by Supervisor William McCarty. The Motion Carried.

Public Comment Period (limit 5 minutes per individual)

No one from the public requested to make a public comment.

Chair's Comments

Chair Tuck informed the Commission that Mayor Shannon Glover had been appointed to the HRTAC Finance Committee and welcomed Thelma Drake as the Governor's newly appointed member of the Virginia Passenger Rail Authority.

Chair Tuck also recognized and welcomed Commissioner Brich and Delegate Tata.

Consent Items

- A. Minutes of the June 16, 2022 Regular Meeting
- B. HRTAC FY2023-FY2028 Plan of Finance Update – Amendment to add I-464/I-64 Interchange Improvements – Full Interchange Access Report Development
- C. Fiscal Year 2022 Annual Report to the Joint Commission on Transportation Accountability Relating to the Hampton Roads Transportation Fund
- D. Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge Tunnel Expansion Project – Amendment for Timing of Smart Scale Funding

Supervisor Michael Hipple Moved to approve the consent agenda items; Seconded by Mayor Dyer. The Motion Carried.

Action Items

A. FY2022 Audited Financial and Compliance Report

HRTAC Executive Director, Kevin Page, stated that the Finance Committee recommended the approval of the draft FY2022 Audited Financial and Compliance Report for HRTAC and authorized the Executive Director to work with the auditor of public accounts to finalize and provide for its distribution. He reminded the Commission that the Code of Virginia required that the auditor of public accounts (APA) provide an independent annual audit of HRTAC.

Michael Garber, PB Mares, informed the Commission that the final audit was due to the APA by September 30, 2022. He reviewed the financing activities of HRTAC, including HRTAC's issuance of \$1.2 Billion in new debt, \$100 Million in drawdowns from TIFIA loans and early payment of \$365 Million in select bonds.

He explained that a single audit was performed this year, as required in connection with the use of federal funds and the drawdown of the TIFIA loans. Mr. Garber stated that the results were clean and there were no findings of non-compliance.

Mr. Garber stated that a clean opinion on the single audit work would be issued and that a clean report on internal controls and processes of HRTAC financing activity would be issued. He indicated that an unmodified opinion with respect to HRTAC's financial statements would be issued. He highlighted the ease of working with HRTAC staff and that the audit went very smoothly.

Supervisor Hipple Moved that the Commission approves the HRTAC FY2022 Audited Financial and Compliance Report and authorizes the Executive Director to work with the Auditor of Public Accounts to finalize and provide for its distribution for public access and viewing; Seconded by Mayor Dyer. The Motion Carried.

B. Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project – Project Completion Delay and Administration – Closed Session

Supervisor Hipple Moved that a closed session be held for discussions regarding the Hampton Roads Bridge Tunnel Expansion Project and the agreements related to the construction and funding of the project in accordance with Virginia Code Section 2.2-3711(a)(8) for the purpose of consulting with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel which communications with counsel would be covered by the attorney-client privilege and common interest doctrine; Seconded by Supervisor McCarty.

Chair Tuck invited HRTAC staff, counsel and professional consultants, VDOT's staff, counsel and professional consultants, and the chief administrative officers of HRTAC-member cities and counties to attend the closed session to reasonably aid HRTAC in its consideration of the agenda item.

Closed session began at 12:42 p.m.

Mayor Shannon Glover and Senator Louise Lucas depart.

Tom Inglima, HRTAC General Counsel, read the following certification: The Hampton Roads Transportation Accountability Commission hereby certifies that (1) to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act, and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting just concluded. Closed session ended at 1:55 p.m.

A roll call vote was taken:

Mayor Rick West: Aye
Mayor Frank Rabil: No Response
Chair Donnie Tuck: Aye
Supervisor William McCarty: Aye
Supervisor Michael Hipple: Aye
Mayor McKinley Price: Aye
Mayor Kenneth Alexander: Aye
Councilman Buddy Green: No Response
Mayor Shannon Glover: No Response
Supervisor Christopher Cornwell: Aye

Vice Mayor Leroy Bennet: Aye
Mayor Robert Dyer: Aye
Mayor Doug Pons: Aye
Supervisor Thomas Shepperd: No Response
Senator Louise Lucas: No Response
Senator Monty Mason: Aye
Delegate Barry Knight: No Response
Delegate Amanda Batten: Aye
Delegate Anne Ferrell Tata: Aye
Board Member Frederick Stant: No Response
Commissioner Stephen Brich: Aye
Director Jennifer DeBruhl: No Response
Director Chris Gullickson: Aye

Supervisor Hipple Moved to adopt HRTAC Resolution 2022-05 as presented to the members of the Commission, granting the Chair and Executive Director extended plenary authority with respect to the PAFA; Seconded by Mayor Dyer. The Motion Carried.

C. HRTAC Debt Management Plan, Status of Financing Activities, and Next Step for HRELN Financing – HRTF Backed TIFIA Letter of Interest Development

Executive Director Page indicated that the TIFIA letter of interest was the next step in obtaining additional federal funding for the construction of the HRELN and noted that it was discussed at length at the Finance Committee Meeting.

Supervisor Hipple, HRTAC Finance Committee Chair, stated that the Finance Committee took action and recommended the motion presented before the Commission.

Supervisor Hipple Moved that the Commission authorizes the Commission Chair and Staff to develop the Hampton Roads Transportation Fund backed TIFIA Letter of Interest for the Commission's Hampton Roads Express Lanes Network Project; Seconded by Mayor Rick West. The Motion Carried.

D. FY2023-FY2028 Plan of Finance Update – Independence Boulevard Interchange

Executive Director Page stated that this agenda item was also discussed at length at the Finance Committee Meeting.

Supervisor Hipple stated that the Finance Committee took action and recommended the motion presented before the Commission.

Mayor Dyer Moved that the Commission (1) endorses allocation of \$1,250,000.00 for the I-264 Independence Boulevard Interchange Improvements – Full Interchange Access Report Development and (2) authorizes the Executive Director to conduct a public hearing on the addition of the I-264 Independence Boulevard Interchange Improvements Interchange Access Report (IAR) to the approved FY2023-FY2028 Plan of Finance Update – Six Year

Operating and Capital Program of Projects; Seconded by Supervisor Hipple. The Motion Carried.

E. Consulting Engineer Services for Engagement for HRELN

Executive Director Page reminded the Commission that the monies for consulting engineer services were included in the approved project and administration budget, and stated that the consulting engineer services were thoroughly discussed at the HRTAC Finance Committee Meeting.

Supervisor Hipple stated that the Finance Committee took action and recommended the motion presented before the Commission.

Senator Monty Mason Moved that the Commission authorizes the Commission Chair and Staff to prepare for the engagement of Consulting Engineer Services for the Hampton Roads Express Lanes Network, which may include procurement of an independent third-party consultant; Seconded by Mayor Dyer. The Motion Carried.

Information Items

A. HRTAC Monthly Financial Report

Executive Director Page reviewed the Monthly Financial Report with the Commission.

B. VDOT Project Updates

Executive Director Page noted that the VDOT project updates were included in the agenda package.

C. HRTAC Regular Meeting - December 15, 2022

Adjournment

With no further business to come before the Hampton Roads Transportation Accountability Commission, the meeting adjourned at 2:04 p.m.

Donnie Tuck
HRTAC Chair

Agenda Item 5B
Action Item

To: Chair Tuck and the other members of the Commission

From: Kevin B. Page, Executive Director

Date: December 15, 2022

Approved HRTAC FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects - Adjustments to Values to Support HRELN Segment 1A Cost Increase and Corresponding Amendments to Project Agreements

Recommendation:

The HRTAC Finance Committee Chair recommends that the Commission approve adjustments to values within the Approved FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects to support an increased value allocated to the HRELN Segment 1A Full Build project, which adjustments include: i. Deallocation and reduction of \$35,106,018.00 in values from HRTF pay-go sourced project allocations; ii. Allocation and increase of \$30,749,486.00 HRTF pay-go sourced project allocations to the HRELN Segment 1A Full Build Project - UPC's 119637; and iii. Return of the remaining \$4,356,532.00 of the reduced obligated values to the HRTF unobligated fund balance.

Background:

As the Hampton Roads Express Lanes Network projects advance to construction, VDOT and HRTAC have determined that additional HRTAC controlled funds will be necessary to complete the construction of HRELN Segment 1A. Following this analysis, VDOT has requested \$30,749,486.00 of additional HRTAC controlled funds to be allocated to the HRELN Segment 1A Full Build - UPC 119637.

In analysis of the current projects under agreement in the HRTAC FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects, VDOT and HRTAC have identified \$35,106,018.00 of HRTAC pay-go funds that may be deallocated and released from previous project commitments. Once deallocated, the released funds may be utilized to fund the additional \$30,749,486.00 cost to construct HRELN Segment 1A, with the remaining deobligated balance of \$4,356,532.00 to be returned to the HRTF unobligated fund balance for future use by the Commission.

Deallocation activities associated with the reduction of \$35,106,018.00 in this action item



include:

1. \$9,358,457.00 from HRELN Segment 4C Advanced Activity/ Preliminary Engineering Phase 1 - UPC 117841;
2. \$4,474,367.00 from HRELN Segment 4C Full Build Project PE Phase - UPC 119638;
3. \$5,000,000 (\$4M PE Phase; \$1M Right of Way Phase) from HREL Segment 4A/4B Full Build Project - UPC 119824; and
4. \$16,273,194.00 from the I64 Peninsula Widening (Segment 2) - UPC 106665 project.

Allocation or return, as applicable, of the aggregate \$35,106,018.00 of HRTF pay-go funds within this action item include:

1. \$30,749,486.00 allocated to support additional cost to construct HRELN Segment 1A;
2. \$4,356,532.00 balance remaining to be returned to the HRTF unobligated fund balance.

At the December 15, 2022 Finance Committee meeting, the Finance Committee endorsed the recommended adjustments to values within the Approved FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects and authorized the Finance Committee Chair to communicate the recommendation to the Commission at its next meeting.

Fiscal Impact:

There is no adverse fiscal impact to the deallocation and allocation adjustments to the values within Approved HRTAC FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects.

Suggested Motion:

Motion the Commission (i.) endorses the adjustments to the values within the Approved FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects – Highway Regional High Priority Projects, which adjustments include: A. Deallocation and reduction of \$35,106,018.00 from Hampton Roads Transportation Fund pay-go sourced project allocations identified as: 1. \$9,358,457.00 from HRELN Segment 4C Advanced Activity/ Preliminary Engineering Phase 1 - UPC 117841; 2. \$4,474,367.00 from HRELN Segment 4C Full Build Project PE Phase - UPC 119638; 3. \$5,000,000.00 (\$4M PE phase; \$1M Right of Way phase) from HREL Segment 4A/4B Full Build Project - UPC 119824; and 4. \$16,273,194.00 from the I64 Peninsula Widening (Segment 2) - UPC 106665 project; B. Allocation and increase of \$30,749,486.00 HRTF pay-go sourced project allocations to the HRELN Segment 1A Full Build Project - UPC's 119637; and C. Return the remaining \$4,356,532.00 to the Hampton Roads Transportation Fund unobligated fund balance; and, (ii.) authorizes the Chair to execute and deliver (a) necessary amendments to the Standard Project Agreements to reduce HRTAC's commitment thereunder, and (b) an amendment to increase HRTAC's commitment to the HRELN Segment 1A Full Build Project Standard Project Agreement, utilizing the respective forms included with the Commission's



agenda packet, with such changes, insertions or omissions thereto as may be finalized by the Chair, with the advice of the Executive Director and the Commission's general counsel.





COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
HAMPTON ROADS DISTRICT
7511 Burbage Drive
SUFFOLK, VIRGINIA 23435

Stephen C. Brich, P.E.
Commissioner

December 2, 2022

Mr. Kevin B. Page
Executive Director
Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, VA, 23320

RE: HRTAC Previous Projects Funding Deallocation and HREL Segment 1A Funding Requests

Dear Mr. Page,

I am writing to follow up on our recent discussions regarding the desire to deallocate and reduce HRTAC funding from several previously project commitments.

We have identified \$35,106,018 of HRTAC pay-go funds from the following projects with the reduction amounts shown in the table below:

	Project	UPC	Deallocation Amount
1	HRELN Segment 4C Advanced Activity/ Preliminary Engineering Phase 1:	UPC 117841	-\$9,358,457.00
2	HRELN Segment 4C Full Build Project PE Phase:	UPC 119638	-\$4,474,367.00
3	HREL Segment 4A/4B Full Build Project:	UPC 119824	-\$5,000,000.00 (-\$4M from PE Phase, -\$1M from Right of Way Phase)
4	I-64 Peninsula Widening/ Segment 2:	UPC 106665	-\$16,273,194.00

In addition, as you are aware, the Virginia Department of Transportation (VDOT) will be recommending award of the HREL Segment 1A Design-Build contract at their December 6th, 2022 Commonwealth Transportation Board (CTB) Meeting.

We respectfully request that HRTAC redirect \$30,749,486 of the above reduction amounts to support the construction of the HREL Segment 1A project (UPC 119637).

Thank you for your consideration.

Sincerely,

Christopher G. Hall, P.E.
District Engineer

**AMENDMENT TO
STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION
BETWEEN
HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION
AND
VIRGINIA DEPARTMENT OF TRANSPORTATION**

**HAMPTON ROADS EXPRESS LANES NETWORK PROJECT ELEMENTS –
SEGMENT 1A – FULL BUILD POTENTIAL SCOPE PROJECT
UPC's 119637, 121360 and 121361 (Advanced Activity UPC 117840 linked)**

THIS AMENDMENT TO STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION (this “Amendment”) dated as of the date of last execution below (the “Effective Date”), is made by and between the HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION (“HRTAC”), and the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”).

RECITALS

A. The parties entered into that certain Standard Project Agreement for Funding and Administration for Segment 1A (Full Build Potential Scope) Project (UPC 119637 (Advanced Activity UPC 117840 linked)) dated as of May 20, 2022 (the “Segment 1A SPA”).

B. Notwithstanding the sequence of events as set forth in Section 3.01(c) of the Master Agreement, which contemplated a standard project agreement for preliminary engineering and a separate standard project agreement for project delivery, the parties entered into the Segment 1A SPA, intending to address the Preliminary Engineering, Right of Way and construction phases of the Project in a single standard project agreement.

C. At the time the parties entered into the Segment 1A SPA, only details and funding for the Preliminary Engineering and Right of Way phases of the Project were available, and the parties agreed that the Segment 1A SPA would have to be amended to add construction and additional project delivery details, as well as funding, if (and before) any award was made.

D. VDOT has notified HRTAC that VDOT has advertised the Project and is now prepared to award the contract for the construction phase of the Project.

E. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Segment 1A SPA.

F. The parties now desire to amend the Segment 1A SPA on the terms set forth below to enable VDOT to procure and award the necessary contract for construction and delivery of the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreement set forth in this Amendment, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Segment 1A SPA as follows:

1. Appendix A, Appendix B and the Detailed Paygo Request Form of the Segment 1A SPA are hereby amended and restated in their entirety as set forth in the documents attached hereto as Attachment 1, Attachment 2 (which includes an Annex I) and Attachment 3, respectively, to modify the scope of work, project budget (and cash flow estimates), and schedule relating to the construction for Segment 1A.

2. Appendix E is supplemented to include the additional authorizing documents of HRTAC and the CTB that are appended hereto as Attachment 4.

3. In addition to, and without limiting the terms of the Segment 1A SPA, VDOT agrees that:

(a) VDOT shall provide a periodic report to HRTAC (not less frequently than every calendar quarter), which describes:

(i) The unused portion of the contingency in the budget, and

(ii) Any potential claims and/or notices of intent to file a claim that would reduce the contingency; and

(b) VDOT shall not use the contingency unless HRTAC gives its prior written consent or the applicable use is in accordance with a protocol approved by HRTAC, and, without limiting the foregoing, HRTAC's approval rights over any settlement of a claim or notice of intent to file a claim shall extend to the claims and notices of intent to file a claim described in clause (a) above.

4. Except as modified by the provisions of this Amendment, all other terms of the Segment 1A SPA shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally blank – signatures follow]

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representative on the date set forth below, intending it to be effective on the date of last execution.

HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION

By: _____

Name: Donnie R. Tuck _____

Title: Chairman, HRTAC _____

Date: _____

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: Stephen C. Brich, P.E. _____

Title: Commissioner of Highways _____

Date: _____

ATTACHMENT 1--APPENDIX A (As Amended and Restated)

HAMPTON ROADS EXPRESS LANES NETWORK PROJECT ELEMENTS

**SEGMENT 1A (FULL BUILD POTENTIAL SCOPE) PROJECT – UPC 119637, 121360
AND 121361**

Scope: The work associated with this Standard Project Agreement for the Segment 1A (Full Build Potential Scope) Project, as amended, is to perform the Preliminary Engineering activities, for which advanced preliminary engineering work was completed under a Standard Project Agreement for Funding and Administration – Segment 1 Preliminary Engineering (Phase 1 PE - UPC 117840) dated April 1, 2021 (the “Phase 1 SPA”), and to complete the services required to complete the currently anticipated Right of Way (RW) activities in support of the construction of Segment 1A of the Hampton Roads Express Lane Network and to encompass construction of Segment 1A. The Segment 1A project, which is approximately 2 miles in length, is located on I-64 in the City of Norfolk. The purpose is to tie into the full roadway section for the HRBT Widening project and to convert the inside shoulder along I-64 to a part time high occupancy toll (HOT) managed lane. The existing EB and WB general purpose lanes will remain as is with three lanes in each direction. It is anticipated that the roadway will be widened from approximately 0.15 miles east of Patrol Road to the I-564 interchange in the EB direction and widened in spot locations to maintain a minimum shoulder width in both directions to approximately 0.661 miles east of Tidewater Drive. It is anticipated that the EB I-64 bridges over Granby Street, I-564 and East Little Creek Road will be widened and rehabilitated. It is anticipated that the EB and WB I-64 bridges over Tidewater Drive will be widened and rehabilitated. The widening is expected to occur mostly along the outside shoulder of the existing interstate. Since this project is utilizing the width of the existing shoulders for the part time HOT managed lanes, it limits the amount of right of way required to construct the project and avoids impacts to the existing interchanges. Interstate ramps will be realigned as needed. It is anticipated that right of way and/or easements will be acquired along the EB and WB directions with approximately 2 parcels impacted. The number of impacted parcels is an estimate and will ultimately depend on design of drainage ditches, roadway embankments, retaining walls, noise barrier wall and potential utility relocations.

ATTACHMENT 2--APPENDIX B (As Amended and Restated)

HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS

SEGMENT 1A FULL BUILD POTENTIAL SCOPE PROJECT - UPC 119637, 121360 and 121361

PROJECT BUDGET AND PROJECT SCHEDULE

Project Budget: SEGMENT 1A (FULL BUILD POTENTIAL SCOPE) PROJECT:

*Preliminary Engineering (PE)	\$2,918,320
Right of Way (RW)	\$500,000
**Construction (CN)	\$181,761,245
Total Cost	\$185,179,565

*Pursuant to the Phase 1 SPA, \$5,621,500 was provided and delivered by HRTAC for advanced preliminary engineering for Segment 1. In addition to that funding under the Phase 1 SPA, the parties agreed that an additional \$2,918,320 in funding shall be made available by HRTAC under this Agreement for preliminary engineering costs for the Segment 1A (Full Build Potential Scope) Project, whether incurred prior to or subsequent to execution of this Agreement.

**Notwithstanding the sequence of events as set forth in Section 3.01 (c) of the Master Agreement, which contemplates a SPA for preliminary engineering and a separate SPA for project delivery, the parties agree that this SPA, as amended, addresses Preliminary Engineering, Right of Way, and Construction phases and additional project delivery details and funding on an integrated basis. The line item for Construction costs includes (i.e. subsumes) a 10% contingency.

The work associated with this Agreement for Segment 1A, as amended, is to perform the Preliminary Engineering activities, for which advanced preliminary engineering work was completed under the Phase 1 SPA, including development of the RFP package, to complete the anticipated Right of Way (RW) activities in support of, and to complete, the construction of Segment 1A of the Hampton Roads Express Lane Network as defined in Appendix A.

These tasks include but are not limited to the following:

NEPA Categorical Exclusion investigation and documentation, cost estimate & schedule refinements, HREL Network communication plan, public information meetings with localities and others as requested, finalize RFP plans and contract requirements, acquire RW, obtain permits, complete two phase best value Design-Build contractor procurement processes necessary to award for construction, scheduled for an estimated date of December 2022, and

complete construction of the Segment 1A (Full Build Potential Scope) project as set forth in Appendix A.

Project Schedule: Segment 1A (FULL BUILD POTENTIAL SCOPE) Project (all dates are estimates):

- **Preliminary Engineering (PE):**
 - PE Start (Adv Act): September 22, 2020 (Advanced Activity UPC 117840)
 - PE Start (Full Build Potential Scope): May 2, 2022
 - PE End: December 12, 2022
- **Right of Way (RW):**
 - RW Start: December 12, 2022
 - RW End: December 13, 2022
- **Construction (CN):**
 - CN Start: December 14, 2022
 - CN End: January 9, 2026

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

ANNEX I TO APPENDIX B

ANNEX I TO APPENDIX B -PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title:	Hampton Roads Express Lane (HREL) - Segment 1A		
Scope of Project Services:	Amendment to Standard Project Services to Support PE/RW/CN Phases for HREL Segment 1A (UPC 119637/121360, 121361)		
Recipient Entity:	Virginia Department of Transportation		
VDOT Project Contact:	Todd Halacy (757) 956-3010		
Baseline Schedule:	PE: Start June 2022; End Nov 2022	VDOT Programming Schedule:	PE: Start June 2022; End Dec 2022
	RW: Start Apr 2023; End Mar 2024	(SPA Project Schedule)	RW: Start Dec 2022; End Dec 2022
	CN: Start Dec 2022, End Jan 2026		CN: Start Dec 2022; End Jan 2026

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	\$ 2,918,320.00	\$ 2,918,320.00	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 500,000.00	\$ 500,000.00				
Construction	\$ 181,761,245.00	\$ 88,661,245.00		Fed/State	\$ 93,100,000.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 185,179,565.00	\$ 92,079,565.00	\$ -		\$ 93,100,000.00	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2022		Total Fiscal Year 2023		Total Fiscal Year 2024		Total Fiscal Year 2025		Total Fiscal Year 2026	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 1,702,351.00		\$ 1,215,969.00							
Engineering										
Environmental Work										
Right-of-Way Acquisition	\$ -		\$ 125,001.00		\$ 374,999.00					
Construction	\$ -		\$ -		\$ 3,006,104.00		\$ 54,097,980.00		\$ 31,557,161.00	
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 1,702,351.00	\$ -	\$ 1,340,970.00	\$ -	\$ 3,381,103.00	\$ -	\$ 54,097,980.00	\$ -	\$ 31,557,161.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 22 Mthly Cash Flow		FY 23 Mthly Cash Flow		FY 24 Mthly Cash Flow		FY 25 Qtrly Cash Flow		FY 26 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July	\$ -		243,193.00		41,667.00		4,508,165.00		4,508,165.00	
August	\$ -		243,193.00		41,667.00		4,508,165.00		4,508,165.00	
September	\$ -		243,193.00		41,667.00		4,508,165.00		4,508,165.00	
October	\$ -		243,193.00		41,667.00		4,508,165.00		4,508,165.00	
November	\$ -		243,197.00		41,667.00		4,508,165.00		4,508,165.00	
December	\$ -		0.00		41,667.00		4,508,165.00		4,508,165.00	
January	\$ -		0.00		41,667.00		4,508,165.00		4,508,171.00	
February	\$ -		0.00		41,667.00		4,508,165.00		0.00	
March	\$ -		0.00		41,663.00		4,508,165.00		0.00	
April	\$ -		41,667.00		0.00		4,508,165.00		0.00	
May	\$ -		41,667.00		0.00		4,508,165.00		0.00	
June	\$ 1,702,351.00		41,667.00		3,006,104.00		4,508,165.00		0.00	
Total per Fiscal Year	\$ 1,702,351.00	\$ -	\$ 1,340,970.00	\$ -	\$ 3,381,103.00	\$ -	\$ 54,097,980.00	\$ -	\$ 31,557,161.00	\$ -

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

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

Signature
HRTAC Chairman

Title

Date
Donnie R. Tuck
Print name of person signing

ATTACHMENT 3--DETAILED PAYGO REQUEST

Draw Request Number: _____ Request Date: _____
 HRTAC Project Number: UPC 119637, 121360 and 121361 Project Title: HRELN Segment 1A

Cost Category	HRTAC Approved Project Costs		Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
Project Starting Balance	\$2,918,320				\$ -
Design Work/ Engineering	\$2,918,320		\$ -	\$ -	\$ -
Engineering	-		-	-	\$ -
Environmental Work	-		-	-	\$ -
Right-of-Way Work	\$500,000		-	-	\$ -
Construction	\$88,661,245		-	-	\$ -
Contract Administration	-		-	-	\$ -
Testing Services	-		-	-	\$ -
Inspection Services	-		-	-	\$ -
Capital Asset Acquisitions	-		-	-	\$ -
Other (please explain)	-		-	-	\$ -
TOTALS	\$92,079,565		\$ -	\$ -	\$ -

LISTING OF ATTACHED INVOICES

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

Instructions

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

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

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

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

ATTACHMENT 4—ADDITIONAL AUTHORIZING DOCUMENTS

7.pdf (virginia.gov)

**AMENDMENT TO
STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION
BETWEEN
THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION
(HREL Segment 4C Preliminary Engineering – Phase 1 PE Project (UPC 117841) – Float
Down)**

THIS AMENDMENT TO STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION (this “Amendment”), dated as the date of last execution below (the “Effective Date”), is made by and between the HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION (“HRTAC”) and the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”).

RECITALS:

A. The parties have entered into a Standard Project Agreement for Funding and Administration for Segment 4C (Preliminary Engineering – Phase 1 PE) Project (UPC 117841) dated as of April 1, 2021 (the “Agreement”).

B. Capitalized terms not defined when used herein shall have the meanings given those terms under the Agreement.

C. VDOT has notified HRTAC that the funds required for this Preliminary Engineering Phase 1 PE Project have been less than initially budgeted and, consequently, there is an excess commitment of \$9,358,457.

D. The parties now desire to amend Appendix B of the Agreement and the Paygo Request Form of Appendix C on the terms set forth below to reflect the effect of the reduction and deallocate certain funds from the Project.

E. Once deallocated, the parties intend to apply the deallocated funds towards the construction of Hampton Roads Express Lanes Network Segment 1A (“HRELN Segment 1A”) and, to the extent any portion of the deallocated funds is not needed for HRELN Segment 1A, said portion will be returned to the unobligated fund balance of the Hampton Roads Transportation Fund.

F. The parties now desire to amend the Agreement on the terms set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Appendix B of the Agreement is hereby amended and restated in its entirety as set forth in the document attached hereto as Attachment 1, including the addition of a new Annex I to Appendix B.

2. The Paygo Request Form of Appendix C is hereby amended and restated as set forth in the document attached hereto as Attachment 2.

3. Except as modified by the provisions of this Amendment, all other terms of the Agreement shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives, intending it to be effective on the date of last execution.

**VIRGINIA DEPARTMENT OF
TRANSPORTATION**

By: _____
Stephen C. Brich, P.E.
Commissioner of Highways

Date: _____

**HAMPTON ROADS TRANSPORTATION
ACCOUNTABILITY COMMISSION**

By: _____
Donnie R. Tuck
Chair

Date: _____

ATTACHMENT 1

APPENDIX B (As Amended and Restated)

**HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS
SEGMENT 4C PRELIMINARY ENGINEERING (PHASE 1 PE)**

UPC 117841

PROJECT BUDGET AND PROJECT SCHEDULE

Project Budget: SEGMENT 4C PRELIMINARY ENGEERING (PHASE 1 PE) PROJECT:

Design Work/ Engineering \$6,062,743

The work associated with this Standard Project Agreement for the Segment 1 Phase 1 Preliminary Engineering completed tasks necessary to include this project in the 2045 Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP) and advanced this design-build project to a Public Hearing which was held on September 23, 2021.

These tasks included but were not limited to the following:

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

Project Schedule: SEGMENT 4C PRELIMINARY ENGINEERING (Phase 1 PE):

- Authorize PE – March 31, 2020
- Risk Assessment – September 2, 2020
- RFQ Conceptual Plans – February 11, 2021
- RFQ Advertisement – April 30, 2021
- CLRTP Inclusion – June 17, 2021
- TIP & STIP Inclusion/Verification – December 13, 2021
- RFP Conceptual Plans – August 31, 2021
- NEPA Document – December 15, 2021

- Public Hearing – September 23, 2021

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

DISCUSSION DRAFT

ANNEX I TO APPENDIX B

PROJECT BUDGET AND CASH FLOW PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title:	Hampton Roads Express Lane (HREL) - Segment 4C Preliminary Engineering (Phase 1 PE)
Scope of Project Services:	Float Down Amendment to Standard Project Services for HREL Segment 4C (UPC 117841)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Todd Halacy (757) 956-3010
Baseline Schedule:	PE: Start March 2020, End July 2022
	RW: N/A
	CN: N/A

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	HRTAC PayGo Funds	HRTAC Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 6,062,743.00	\$ 6,062,743.00	\$ -	\$ -	\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 6,062,743.00	\$ 6,062,743.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2020		Total Fiscal Year 2021		Total Fiscal Year 2022		Total Fiscal Year 2023	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 766,876.00		\$ 2,300,628.00		\$ 2,786,490.00		\$ 208,749.00	
Engineering								
Environmental Work								
Right-of-Way Acquisition	\$ -		\$ -		\$ -			
Construction	\$ -		\$ -		\$ -			
Contract Administration								
Testing Services								
Inspection Services								
Capital Asset Acquisitions								
Other								
Total Estimated Cost	\$ 766,876.00	\$ -	\$ 2,300,628.00	\$ -	\$ 2,786,490.00	\$ -	\$ 208,749.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 20 Mthly Cash Flow		FY 21 Mthly Cash Flow		FY 22 Mthly Cash Flow		FY 23 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July	\$ -		\$ 191,719.00		\$ 191,719.00		\$ 208,749.00	
August	\$ -		\$ 191,719.00		\$ 191,719.00		\$ 0.00	
September	\$ -		\$ 191,719.00		\$ 191,719.00		\$ 0.00	
October	\$ -		\$ 191,719.00		\$ 191,719.00		\$ 0.00	
November	\$ -		\$ 191,719.00		\$ 191,719.00		\$ 0.00	
December	\$ -		\$ 191,719.00		\$ 191,719.00		\$ 0.00	
January	\$ -		\$ 191,719.00		\$ 191,719.00		\$ 0.00	
February	\$ -		\$ 191,719.00		\$ 191,729.00		\$ 0.00	
March	\$ 191,719.00		\$ 191,719.00		\$ 313,182.00		\$ 0.00	
April	\$ 191,719.00		\$ 191,719.00		\$ 313,182.00		\$ 0.00	
May	\$ 191,719.00		\$ 191,719.00		\$ 313,182.00		\$ 0.00	
June	\$ 191,719.00		\$ 191,719.00		\$ 313,182.00		\$ 0.00	
Total per Fiscal Year	\$ 766,876.00	\$ -	\$ 2,300,628.00	\$ -	\$ 2,786,490.00	\$ -	\$ 208,749.00	\$ -

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

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

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

Signature
Commissioner
Title

Signature
HRTAC Chairman
Title

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

Date
Donnie R. Tuck
Print name of person signing

ATTACHMENT 2**DETAILED PAYGO REQUEST**Draw Request Number: _____
HRTAC Project Number: UPC 117841Request Date: _____
Project Title: HRELN Seg 4C (Phase 1 PE)

Cost Category	HRTAC Approved Project Costs		Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
Project Starting Balance	\$6,062,743				\$ -
Design Work/ Engineering	\$6,062,743		\$ -	\$ -	\$ -
Engineering	-		-	-	\$ -
Environmental Work	-		-	-	\$ -
Right-of-Way Work	\$0		-	-	\$ -
Construction	\$0		-	-	\$ -
Contract Administration	-		-	-	\$ -
Testing Services	-		-	-	\$ -
Inspection Services	-		-	-	\$ -
Capital Asset Acquisitions	-		-	-	\$ -
Other (please explain)	-		-	-	\$ -
TOTALS	\$6,062,743		\$ -	\$ -	\$ -

LISTING OF ATTACHED INVOICES

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

Instructions

1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by HRTAC

3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

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

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice
4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
5. Column E- Please enter the dollar amount listed on the invoice.
6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

DISCUSSION DRAFT

**THIRD AMENDMENT TO
STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION
BETWEEN
THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION
(I-64 Capacity Improvements - Segment II Project (UPC 106665) – Float Down)**

THIS THIRD AMENDMENT TO STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION (this “Amendment”), dated as the date of last execution below (the “Effective Date”), is made by and between the HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION (“HRTAC”) and the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”).

RECITALS:

A. The parties have entered into a Standard Project Agreement for Funding and Administration for the I-64 Capacity Improvements – Segment II Project (UPC 106665) dated as of October 14, 2015 (the “Initial SPA”)

B. The parties have also entered into an amendment to the Initial SPA dated as of October 20, 2017, the “First Amendment”, and further entered into a second amendment dated as of August 30, 2018, the “Second Amendment” (the First Amendment, Second Amendment, and, together with the Initial SPA, the “Agreement”).

C. Pursuant to the First Amendment, the parties amended and restated Appendix B of the Initial SPA with a new Appendix B thereto. And, pursuant the Second Amendment, the parties further amended and restated Appendix B with a new Appendix B thereto (such appendix as amended, “Appendix B”).

D. Capitalized terms not defined when used herein shall have the meanings given those terms under the Agreement.

E. VDOT has notified HRTAC that the Project is complete and that the funds required for the Preliminary Engineering, Right of Way, and Construction Phases of the Project have been less than initially budgeted and, consequently, there is an excess commitment of \$16,273,194.

F. The parties now desire to amend Appendix B of the Agreement on terms set forth below to reflect the effect of the reduction and deallocate certain funds from the Project.

G. Once deallocated, the parties intend to apply the deallocated funds towards the construction of Hampton Roads Express Lanes Network Segment 1A (“HRELN Segment 1A”) and, to the extent that any portion of the deallocated funds is not needed for HRELN Segment 1A, said portion will be returned to the unobligated fund balance of the Hampton Roads Transportation Fund.

H. The parties now desire to amend the Agreement on the terms set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Appendix B of the Agreement is hereby amended and restated in its entirety as set forth in the document attached hereto as Attachment 1.

2. Except as modified by the provisions of this Amendment, all other terms of the Agreement shall remain in full force and effect.

3. This Amendment may be executed in any number of counterparts, and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives, intending it to be effective on the date of last execution.

**VIRGINIA DEPARTMENT OF
TRANSPORTATION**

By: _____
Stephen C. Brich, P.E.
Commissioner of Highways

Date: _____

**HAMPTON ROADS TRANSPORTATION
ACCOUNTABILITY COMMISSION**

By: _____
Donnie R. Tuck
Chair

Date: _____

ATTACHEMENT 1 - APPENDIX B (As Amended and Restated)

PROJECT BUDGET AND CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title:	1-64 Capacity Improvements - Segment II (UPC 106665)
Scope of Project Services:	Float Down Amendment to SPA for PE/RW/CN Phases for I-64 Capacity Impr Seg II (UPC 106665)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Todd Halacy (757) 956-3010
Baseline Schedule:	PE: Start April 2015, End April 2015
	RW: Start April 2015, End May 2019
	CN: Start Feb 2016, End May 2019

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	\$ 2,869,659.00	\$ 2,869,659.00	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 530,122.00	\$ 530,122.00				
Construction	\$ 156,159,922.00	\$ 156,159,922.00				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Cost	\$ 159,559,703.00	\$ 159,559,703.00	\$ -		\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Previous Fiscal Years		Total Fiscal Year 2023		Total Fiscal Year 2024	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 2,869,659.00					
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 530,122.00					
Construction	\$ 156,159,922.00					
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Cost	\$ 159,559,703.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR TOTAL PROJECT CASH FLOW

	FY 22 Mthly Cash Flow		FY 23 Mthly Cash Flow		FY 24 Mthly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
July	\$ -		\$ -		\$ -	
August	\$ -		\$ -		\$ -	
September	\$ -		\$ -		\$ -	
October	\$ -		\$ -		\$ -	
November	\$ -		\$ -		\$ -	
December	\$ -		\$ -		\$ -	
January	\$ -		\$ -		\$ -	
February	\$ -		\$ -		\$ -	
March	\$ -		\$ -		\$ -	
April	\$ -		\$ -		\$ -	
May	\$ -		\$ -		\$ -	
June	\$ -		\$ -		\$ -	
Total per Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

Signature
Commissioner
Title

Signature
HRTAC Chairman
Title

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

Date
Donnie R. Tuck
Print name of person signing

**AMENDMENT TO
STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION
BETWEEN
THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION
(HRELN Segment 4A/4B – Full Build Potential Scope Project (UPC 119824) – Float Down)**

THIS AMENDMENT TO STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION (this “Amendment”), dated as the date of last execution below (the “Effective Date”), is made by and between the HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION (“HRTAC”) and the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”).

RECITALS:

A. The parties have entered into a Standard Project Agreement for Funding and Administration for Segment 4A/4B (Full Build Potential Scope) Project (UPC 119824) (Advanced Activity UPC 117839 linked) dated as of December 16, 2021 (the “Agreement”).

B. Capitalized terms not defined when used herein shall have the meanings given those terms under the Agreement.

C. VDOT has notified HRTAC that funds required for Preliminary Engineering and Right of Way phases of the Project have been less than initially budgeted and, consequently, there is an excess commitment of \$5,000,000.

D. The parties now desire to amend Appendix B of the Agreement and the Paygo Request Form of Appendix C on terms set forth below to reflect the effect of the reduction and deallocate the funds from the Project.

E. Once deallocated, the parties intend to apply the deallocated funds towards the construction of Hampton Roads Express Lanes Network Segment 1A (“HRELN Segment 1A”) and, to the extent any portion of the deallocated funds is not needed for HRELN Segment 1A, said portion will be returned to the unobligated fund balance of the Hampton Roads Transportation Fund.

F. The parties now desire to amend the Agreement on the terms set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Appendix B of the Agreement is hereby amended and restated in its entirety as set forth in the document attached hereto as Attachment 1, including the addition of a new Annex I to Appendix B.

2. The Paygo Request Form of Appendix C is hereby amended and restated as set forth in the document attached hereto as Attachment 2.

3. Except as modified by the provisions of this Amendment, all other terms of the Agreement shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives, intending it to be effective on the date of last execution.

**VIRGINIA DEPARTMENT OF
TRANSPORTATION**

By: _____
Stephen C. Brich, P.E.
Commissioner of Highways

Date: _____

**HAMPTON ROADS TRANSPORTATION
ACCOUNTABILITY COMMISSION**

By: _____
Donnie R. Tuck
Chair

Date: _____

ATTACHMENT 1**APPENDIX B (As Amended and Restated)****HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS****SEGMENT 4A/4B FULL BUILD POTENTIAL SCOPE PROJECT****UPC 119824****PROJECT BUDGET AND PROJECT SCHEDULE*****Project Budget: SEGMENT 4A/4B (FULL BUILD POTENTIAL SCOPE) PROJECT:***

*Preliminary Engineering	\$4,874,638
Right of Way (RW)	\$1,200,000
**Construction (CN)	\$0
***Total Cost	\$6,074,638

*An additional sum of \$5,916,426 was previously approved for preliminary engineering under a separate advanced activity SPA executed on April 1st, 2021 (UPC 117839) and the sums set forth herein will be made available for the 4A/4B (Full Build Potential Scope) Project.

**Notwithstanding the sequence of events as set forth in Section 3.01 (c) of the Master Agreement, which contemplates a SPA for preliminary engineering and a separate SPA for project delivery, the Parties agree that this SPA, as amended, addresses Preliminary Engineering and Right of Way phases of this Project will have to be amended to add Construction and additional project delivery details as needed, as well as funding, if (and before) any award at a later date as shown in the schedule below is made. Nothing herein shall be deemed or construed to commit either party to adopt any such amendment, and the terms of each amendment must be acceptable to each party acting in its sole discretion.

***The previous total cost of \$12,421,553 budgeted for the Preliminary Engineering and Right of Way phases has been reduced by \$5,000,000, which has been deobligated, and \$1,346,915, which is provisionally reserved for the Construction phase of the Project.

The work associated with this Standard Project Agreement for the Segment 4A/4B is to continue and complete the Preliminary Engineering activities that were started under the Phase 1 PE agreement (UPC 117839) and to complete the services required to complete the currently

anticipated Right of Way (RW) activities in support of the construction of Segment 4A/4B of the Hampton Roads Express Lane Network.

These tasks include but are not limited to the following:

NEPA Categorical Exclusion investigation and documentation, cost estimate & schedule refinements, HREL Network communication plan, public information meetings, other information meetings with localities and others as requested, finalize plans, acquire RW, obtain permits, prepare documentation for construction advertisement.

Project Schedule: Segment 4A/4B (FULL BUILD POTENTIAL SCOPE) Project (all dates are estimates):

- **Preliminary Engineering (PE):**
 - PE Start (Adv Act): July 1, 2020 (Advanced Activity UPC 117839)
 - PE Start (Full Build Potential Scope): May 2, 2022
 - PE End: January 6, 2023
- **Right of Way (RW):**
 - RW Start: January 6, 2023
 - RW End: May 14, 2024
- **Construction (CN):**
 - CN Start: May 14, 2024
 - CN End: December 30, 2026

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

ANNEX I TO APPENDIX B (As Amended and Restated)

PROJECT BUDGET AND CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title: Hampton Roads Express Lane (HREL) - Segment 4A/4B
Scope of Project Services: Float Down Amendment to Standard Project Services for HREL Segment 4A/4B (UPC 119824)
Recipient Entity: Virginia Department of Transportation
VDOT Project Contact: Todd Halacy (757) 956-3010

Baseline Schedule:	PE: Start June 2022, End Mar 2024 RW: Start Jan 2023, End Dec 2023 CN: N/A	VDOT Programming Schedule: (SPA Project Schedule)	PE: Start June 2022; End Dec 2022 RW: Start Jan 2023; End Nov 2023 CN: N/A
--------------------	--	--	--

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	HRTAC PayGo Funds	HRTAC Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 4,874,638.00	\$ 4,874,638.00	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 1,200,000.00	\$ 1,200,000.00				
Construction	\$ -	\$ -				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 6,074,638.00	\$ 6,074,638.00	\$ -		\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2022		Total Fiscal Year 2023		Total Fiscal Year 2024	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 2,335,430.00		\$ 1,450,980.00		\$ 1,088,228.00	
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ -		\$ 600,000.00		\$ 600,000.00	
Construction	\$ -		\$ -		\$ -	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 2,335,430.00	\$ -	\$ 2,050,980.00	\$ -	\$ 1,688,228.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 22 Mthly Cash Flow		FY 23 Mthly Cash Flow		FY 24 Mthly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
July	\$ -		\$ 120,915.00		\$ 220,915.00	
August	\$ -		\$ 120,915.00		\$ 220,915.00	
September	\$ -		\$ 120,915.00		\$ 220,915.00	
October	\$ -		\$ 120,915.00		\$ 220,915.00	
November	\$ -		\$ 120,915.00		\$ 220,915.00	
December	\$ -		\$ 120,915.00		\$ 220,915.00	
January	\$ -		\$ 220,915.00		\$ 120,915.00	
February	\$ -		\$ 220,915.00		\$ 120,915.00	
March	\$ -		\$ 220,915.00		\$ 120,908.00	
April	\$ -		\$ 220,915.00		\$ -	
May	\$ -		\$ 220,915.00		\$ -	
June	\$ 2,335,430.00		\$ 220,915.00		\$ -	
Total per Fiscal Year	\$ 2,335,430.00	\$ -	\$ 2,050,980.00	\$ -	\$ 1,688,228.00	\$ -

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

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

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

Signature
Commissioner
Title

Signature
HRTAC Chairman
Title

Date
Stephen C. Brich, P.E.
Print name of person signing
1928196.1

Date
Donnie R. Tuck
Print name of person signing

ATTACHMENT 2**DETAILED PAYGO REQUEST – AS AMENDED AND RESTATED**

Draw Request Number: _____
 HRTAC Project Number: UPC 119824

Request Date: _____
 Project Title: HRELN Segment 4A/4B

Cost Category	HRTAC Approved Project Costs		Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
Project Starting Balance	\$4,874,638				\$ -
Design Work/ Engineering	\$4,874,638		\$ -	\$ -	\$ -
Engineering	-		-	-	\$ -
Environmental Work	-		-	-	\$ -
Right-of-Way Work	\$1,200,000		-	-	\$ -
Construction	\$0		-	-	\$ -
Contract Administration	-		-	-	\$ -
Testing Services	-		-	-	\$ -
Inspection Services	-		-	-	\$ -
Capital Asset Acquisitions	-		-	-	\$ -
Other (please explain)	-		-	-	\$ -
TOTALS	\$6,074,638		\$ -	\$ -	\$ -

LISTING OF ATTACHED INVOICES

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

Instructions

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

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

1. Column A- Please list the name as it appears on the Invoice.
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice.
4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above.
5. Column E- Please enter the dollar amount listed on the invoice.6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

DISCUSSION DRAFT

**THIRD AMENDMENT TO
STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION
BETWEEN
THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION
(HREL Segment 4C – Full Build Potential Scope Project (UPC 119638) – Float Down)**

THIS THIRD AMENDMENT TO STANDARD PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION (this “Amendment”), dated as the date of last execution below (the “Effective Date”), is made by and between the HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION (“HRTAC”) and the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”).

RECITALS:

A. The parties have entered into a Standard Project Agreement for Funding and Administration for Segment 4C (Full Build Potential Scope) Project (UPC 119638) (Advanced Activity UPC 117841 linked) dated as of December 16, 2021 (the “Initial SPA”)

B. The parties have also entered into an amendment to the Initial SPA dated as of June 17, 2022, the “First Amendment”, and entered into a second amendment dated as of September 2, 2022, the “Second Amendment” (the First Amendment, Second Amendment, and, together with the Initial SPA, the “Segment 4C SPA”).

C. Pursuant to Attachment 2 of the First Amendment, the parties amended and restated Appendix B of the Initial SPA with a new Appendix B and Annex I thereto. And pursuant to Attachment 1 of the Second Amendment, the parties further amended and restated Annex I to Appendix B with a new Annex I thereto (such annex as amended, “Annex I”).

D. Capitalized terms not defined when used herein shall have the meanings given those terms under the Segment 4C SPA.

E. VDOT has notified HRTAC that the funds required for the Preliminary Engineering Phase of the Project have been less than initially budgeted and, consequently, there is an excess commitment of \$4,474,367.

F. The parties now desire to amend Appendix B of the Agreement and the Paygo Request Form of Appendix C on the terms set forth below to reflect the effect of the reduction and deallocate certain funds from the Project.

G. Once deallocated, the parties intend to apply the deallocated funds towards the construction of Hampton Roads Express Lanes Network Segment 1A (“HRELN Segment 1A”) and, to the extent any portion of the deallocated funds is not needed for HRELN Segment 1A, said portion will be returned to the unobligated fund balance of the Hampton Roads Transportation Fund.

H. The parties now desire to amend the Segment 4C SPA on the terms set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Segment 4C SPA as follows:

1. Appendix B of the Segment 4C SPA, including Annex I, is hereby amended and restated in its entirety as set forth in the document attached hereto as Attachment 1.

2. The Paygo Request Form of Appendix C is hereby amended and restated as set forth in the document attached hereto as Attachment 2.

3. Except as modified by the provisions of this Amendment, all other terms of the Segment 4C SPA shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives, intending it to be effective on the date of last execution.

**VIRGINIA DEPARTMENT OF
TRANSPORTATION**

By: _____
Stephen C. Brich, P.E.
Commissioner of Highways

Date: _____

**HAMPTON ROADS TRANSPORTATION
ACCOUNTABILITY COMMISSION**

By: _____
Donnie R. Tuck
Chair

Date: _____

ATTACHMENT 1**APPENDIX B (AS AMENDED AND RESTATED)****HAMPTON ROADS EXPRESS LANES NETWORK ELEMENTS****SEGMENT 4C FULL BUILD POTENTIAL SCOPE PROJECT - UPC 119638****PROJECT BUDGET AND PROJECT SCHEDULE*****Project Budget: SEGMENT 4C (FULL BUILD POTENTIAL SCOPE) PROJECT:***

*Preliminary Engineering (PE)	\$104,433
Right of Way (RW)	\$8,000,000
**Construction (CN)	\$399,048,878
<hr/> Total Cost	\$407,153,311

*VDOT and HRTAC entered into a Standard Project Agreement dated April 1st, 2021 to address some initial preliminary engineering and right of way activities relating to this project (the “Linked Activities”), using UPC 117841 (the “Linked Activities SPA”). The Linked Activities SPA remains in effect, only a portion of the funds made available through the Linked Activities SPA have been drawn, and the unexpended funds will remain available for the Linked Activities. The PE and RW activities administered under UPC 119638 will be funded under this Standard Project Agreement.

**Notwithstanding the sequence of events as set forth in Section 3.01 (c) of the Master Agreement, which contemplates a SPA for preliminary engineering and a separate SPA for project delivery, the Parties agree that this SPA, as amended, addresses Preliminary Engineering, Right of Way, and Construction phases and additional project delivery details and funding on an integrated basis. The line item for Construction costs includes (i.e. subsumes) a 15% contingency.

The work associated with this Standard Project Agreement for the Segment 4C, as amended, is to continue and complete the Preliminary Engineering activities that were started under the Phase 1 PE agreement (UPC 117841), including development of the RFP package, to complete the anticipated Right of Way (RW) activities including the early acquisition of parcels 036 and 037 located at 538 River Street, Hampton, Virginia, in accordance with the Early Acquisition Statute of 23 CFR 710.50 in support of, and to complete, the construction of Segment 4C of the Hampton Roads Express Lane Network.

These tasks include but are not limited to the following:

NEPA Categorical Exclusion investigation and documentation, cost estimate & schedule refinements, HREL Network communication plan, public information meetings with localities and others as requested, finalize RFP plans and contract requirements, acquire RW, obtain permits, complete two phase best value Design-Build contractor procurement processes necessary to award for construction, scheduled for an estimated date of July 2022, and complete construction of the Segment 4C (Full Build Potential Scope) project as set forth in Appendix A.

Project Schedule: Segment 4C (FULL BUILD POTENTIAL SCOPE) Project (all dates are estimates):

- **Preliminary Engineering (PE):**
 - PE Start (Adv Act): September 22, 2020 (Advanced Activity UPC 117841)
 - PE Start (Full Build Potential Scope): October 21, 2021
 - PE End: July 30, 2022
- **Right of Way (RW):**
 - RW Early Acquisition Start (Parcels 036, 037): November 23, 2021
 - RW Start: July 30, 2022
 - RW End: August 1, 2022
- **Construction (CN):**
 - CN Start: August 1, 2022
 - CN End: December 30, 2026

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

ANNEX I TO APPENDIX B (As Amended and Restated)

PROJECT BUDGET AND CASH FLOW
PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title:	Hampton Roads Express Lane (HREL) - Segment 4C
Scope of Project Services:	Amendment to Standard Project Services to Support PE/RW/CN Phases for HREL Segment 4C (UPC 119638)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Todd Halacy (757) 956-3010
Baseline Schedule:	PE: Start Oct 2021, End July 2022
	RW: Early Acquisition Nov 2021; RW Start Dec 2022, End Nov 2024
	CN: Start Aug 2022, End Dec 2026

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	\$ 104,433.00	\$ 104,433.00	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 8,000,000.00	\$ 8,000,000.00				
Construction	\$ 399,048,878.00	\$ 399,048,878.00				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 407,153,311.00	\$ 407,153,311.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2023		Total Fiscal Year 2024		Total Fiscal Year 2025		Total Fiscal Year 2026		Total Fiscal Year 2027	
	PayGo	Financed								
Design Work	\$ 104,433.00									
Engineering										
Environmental Work										
Right-of-Way Acquisition	\$ 2,333,331.00		\$ 3,999,996.00		\$ 1,666,673.00					
Construction	\$ 82,821,464.00		\$ 90,350,688.00		\$ 90,350,688.00		\$ 90,350,688.00		\$ 45,175,350.00	
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 85,259,228.00	\$ -	\$ 94,350,684.00	\$ -	\$ 92,017,361.00	\$ -	\$ 90,350,688.00	\$ -	\$ 45,175,350.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 23 Mthly Cash Flow		FY 24 Mthly Cash Flow		FY 25 Qtrly Cash Flow		FY 26 Qtrly Cash Flow		FY 27 Qtrly Cash Flow	
	PayGo	Financed								
July	\$ 104,433.00		\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00	
August	\$ 7,529,224.00		\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00	
September	\$ 7,529,224.00		\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00	
October	\$ 7,529,224.00		\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00	
November	\$ 7,529,224.00		\$ 7,862,557.00		\$ 7,862,565.00		\$ 7,529,224.00		\$ 7,529,224.00	
December	\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00		\$ 7,529,230.00	
January	\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00			
February	\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00			
March	\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00			
April	\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00			
May	\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00			
June	\$ 7,862,557.00		\$ 7,862,557.00		\$ 7,529,224.00		\$ 7,529,224.00			
Total per Fiscal Year	\$ 85,259,228.00	\$ -	\$ 94,350,684.00	\$ -	\$ 92,017,361.00	\$ -	\$ 90,350,688.00	\$ -	\$ 45,175,350.00	\$ -

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

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

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

Signature
Commissioner
Title

Signature
HRTAC Chairman
Title

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

Date
Donnie R. Tuck
Print name of person signing

ATTACHMENT 2**DETAILED PAYGO REQUEST – AS AMENDED AND RESTATED**

Draw Request Number: _____ Request Date: _____
 HRTAC Project Number: UPC 119638 Project Title: HRELN Segment 4C

Cost Category	HRTAC Approved Project Costs		Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
Project Starting Balance	\$104,433				\$ -
Design Work/ Engineering	\$104,433		\$ -	\$ -	\$ -
Engineering	-		-	-	\$ -
Environmental Work	-		-	-	\$ -
Right-of-Way Work	\$8,000,000		-	-	\$ -
Construction	\$399,048,878		-	-	\$ -
Contract Administration	-		-	-	\$ -
Testing Services	-		-	-	\$ -
Inspection Services	-		-	-	\$ -
Capital Asset Acquisitions	-		-	-	\$ -
Other (please explain)	-		-	-	\$ -
TOTALS	\$407,153,311		\$ -	\$ -	\$ -

LISTING OF ATTACHED INVOICES

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

Instructions

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

4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

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

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice
4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
5. Column E- Please enter the dollar amount listed on the invoice.
6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

DISCUSSION DRAFT

Agenda Item 5C
Consent Item

To: Chair Tuck and the other members of HRTAC

From: Kevin B. Page, Executive Director

Date: December 15, 2022

Re: Approved HRTAC FY2023-FY2028 Plan of Finance Update – Amendment to add I-264 Independence Boulevard Interchange Improvements – Full Interchange Access Report Development

Recommendation:

The Finance Committee Chair recommends that the Commission Approve the HRTAC FY2023-FY2028 Plan of Finance Update – Amendment to add I-264 Interchange Improvements – Full Interchange Access Report Development.

Background:

At the September 15, 2022 Regular Commission meeting, the Commission endorsed the HRTAC FY2023-FY2028 Plan of Finance Update – Amendment to add I-264 Interchange Improvements – Full Interchange Access Report Development and authorized the Executive Director to conduct a public hearing and report back public comments for consideration in the Commission's action at its next meeting. The Executive Director conducted a public hearing on December 6, 2022 at 10:00 a.m. There were no oral or written comments received.

Fiscal Impact:

Once adopted, the proposed HRTAC FY2023-FY2028 Plan of Finance Update – Amendment to add the I-264 Interchange Improvements – Full Interchange Access Report Development will reflect an allocation of \$1,250,000.00 of HRTAC HRTF pay-go funds.

Suggested Motion:

Motion: The Commission: i. Approves allocation of \$1,250,000.00 for the addition of the I-264 Independence Boulevard Interchange Improvements – Full Interchange Access Report Development to the Approved FY2023-FY2028 Plan of Finance Update – Six Year Operating and Capital Program of Projects; and, ii. Authorizes the Chair to execute and deliver a Standard Project Agreement for the I-264 Independence Boulevard Interchange Improvements – Full Interchange Access Report Development, utilizing the form included with the Commission's agenda packet, with such changes, insertions or omissions thereto



as may be finalized by the Chair, with the advice of the Executive Director and the Commission's general counsel.



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

HRTAC Project Title: I-264/I-64 Independence Boulevard Interchange Improvements – Full Interchange Access Report (IAR) Development Project

HRTAC Project Number: UPC TBD

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, pursuant to the Master Agreement, the parties are prepared to have VDOT proceed with the services described on Appendix A in respect of the project set forth and described on Appendix A to this Agreement (the "Project");

WHEREAS, HRTAC has determined that the Project would benefit the cities and counties that are embraced by HRTAC, it otherwise satisfies the requirements of the HRTAC Act, and it is consistent with the HREL Tolling Legislation;

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

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

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

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

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

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

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

A. VDOT's Obligations

VDOT shall:

1. Complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (i) any and all applicable federal, state, and local laws and regulations, and (ii) all terms and conditions of the Master Agreement and this Agreement, including, without limitation, the Project Budget and Project Schedule reflected in Appendix B, which Project Budget and Project Schedule (A) VDOT represents have been prepared in good faith, in accordance with the practices and procedures that VDOT uses for projects where the state or VDOT bears the cost of the project (including, without limitation, the practices used to price and budget services that may be internally sourced, such as Construction Engineering Inspection/CEI), and (B) the parties acknowledge may be amended pursuant to Section A.8 below or as follows:

- (a) In the event that VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall notify HRTAC's Executive Director of the significant reduction in costs. For purposes of this Section A.1(a), HRTAC and VDOT agree that a "significant reduction in costs" shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the effect of the reduction on the commitments of the funding sources (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state or federal contributions, then the commitment of each funding source would be reduced by its proportionate share of the reduction in costs, which proportionate share will be based on the funding source's proportionate

responsibility for the total budgeted costs before the reduction was realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).

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

2. Without limiting the foregoing, VDOT shall:

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

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

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

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

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

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

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

(c) The Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the VDOT Roads and Bridge Specifications and §§ 33.2-1101 through 33.2-1105 of the Code, as amended. VDOT shall promptly notify HRTAC if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the Project Budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section A.8(a) unless the settlement has been approved by HRTAC. Funding for the settlement will be prorated based on the respective proportionate share of the HRTAC-Controlled Moneys and state and federal funds in the Project Budget. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the proration rule set forth in the preceding sentence.

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

9. Release or return any unexpended funds to HRTAC no later than 90 days after final payment has been made in respect of the Project.
10. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations.
11. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations.

12. Reimburse HRTAC (or such other entity as may have provided funds) for all funds provided by HRTAC (or on behalf of HRTAC) and, to the extent applicable and permitted by law, with interest earned at the rate earned by HRTAC, (a) that VDOT misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, or any term or condition of this Agreement or (b) the expenditure of which arose out of VDOT Fault.
13. Be solely responsible for the administration and/or development of the Project and all engagements, commitments and agreements with contractors (and, without limiting the foregoing, shall ensure that such engagements, commitments and agreements contain all terms that, pursuant to the Master Agreement or this Agreement, are required to be included therein). VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC lender and any bond trustee, as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation (VDOT also shall ensure that such engagements are consistent with the practices and terms that VDOT uses where it is solely responsible for project costs).
15. Subject to and consistent with the requirements of Section E of this Agreement, upon final payment to all contractors for the Project, if the Project is or is part of a VDOT Highway, VDOT will use the Project (a) for its intended purposes for the duration of the Project's useful life, and (b) in accordance with, and subject to, the terms of the Master Agreement (including, without limitation, the license granted to HRTAC pursuant to Section 3.08(b) thereof). If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project (which duty and obligation excludes the Tolling O&M Duties, as defined in the Master Agreement, except as otherwise provided in the Master Agreement or in any other contract between VDOT and HRTAC under which VDOT is responsible to perform such duties as a contractor to HRTAC) after its completion (including responsibility to correct any defects or to cause any defects to be corrected)(and, without limiting the foregoing, shall perform its operations and maintenance obligations in accordance with the terms of the Master Agreement), and, except as and to the extent provided under the Master Agreement (with respect to Tolling O&M Duties), under no circumstances will HRTAC have any responsibility or obligation to

operate and/or maintain the Project (or correct defects with respect to the Project).

16. Comply with all applicable federal, state and local laws and regulations, including without limitation requirements of the Virginia Public Procurement Act.
17. Recognize that VDOT or its contractors are solely responsible for obtaining, and shall obtain, all permits, permissions and approvals necessary to construct and/or operate the Project, including, but not limited to, obtaining all required VDOT and local land use permits, zoning approvals, environmental permits, and regulatory approvals.
18. Recognize that if the Project is being funded, in whole or in part, with federal and/or state funds (in addition to HRTAC-Controlled Moneys), that VDOT shall (a) take any and all necessary actions to satisfy any conditions to such additional federal and/or state funding (provided that such actions are within the control of VDOT) and to enforce any commitments made in connection therewith, (b) comply with all applicable federal and Commonwealth funding requirements within the control or purview of VDOT, and (c) include in its contracts with contractors provisions that permit such contracts to be terminated, without penalty, if the funding is rescinded or otherwise becomes unavailable (for clarification, a provision shall not be deemed to include a penalty solely as a result of terms that require payment of compensation due and owing at the time of cancellation and reasonable costs associated with cancellation provided that such costs are consistent with costs paid pursuant to VDOT's standard contract terms relating to contract cancellation and termination). VDOT acknowledges and agrees that if funding from such an additional federal or state source is rescinded or otherwise becomes unavailable HRTAC (i) shall not be responsible for any amount in excess of its commitment set forth on Appendix B, and (ii) may (A) replace said reduced funding with HRTAC Controlled-Moneys or (B) may request VDOT to immediately suspend or discontinue all work relating to the Project, provided if HRTAC requests suspension HRTAC shall be responsible for the costs reasonably incurred in connection with such suspension. Should HRTAC not replace the reduced funding or request VDOT to suspend or discontinue work, VDOT may reduce the Project scope or take any other actions needed to reduce the Project costs to the Project Budget.
19. Provide a certification to HRTAC no later than 90 days after final payment for the Project that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.
20. Notify HRTAC if VDOT determines that a delay will more likely than not prevent the timely completion of a material phase of the Project, including

information regarding potential corrective measures and remedies against the contractor.

21. With respect to modifications to any agreement with a contractor, concede to HRTAC any resulting savings, if HRTAC-Controlled Moneys are funding 100% of the applicable work, or if the cost savings relate to work funded with HRTAC-Controlled Moneys and state and/or federal funds, concede such savings to such parties *pro rata*, based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget for such work.
22. Include in any agreement with a contractor an assessment of liquidated damages in accordance with the Master Agreement if either substantial completion or final acceptance is not achieved by the applicable deadline. Unless otherwise agreed by the parties acting reasonably, any liquidated damages (as well as other damages paid by a contractor, insurance proceeds, or recoveries from third parties) received by VDOT in respect of the Project shall be administered in accordance with the terms of the Master Agreement.
23. Terminate any agreement with a contractor upon the written request of HRTAC if (a) VDOT has failed to exercise the right to terminate such agreement for cause, but only (i) if such failure is reasonably expected to have a material adverse effect on HRTAC and (ii) following consultation between HRTAC and VDOT regarding the reasons, if any, for VDOT's failure to exercise such right; or (b) HRTAC determines in good faith that HRTAC has suffered a material adverse change in its ability to satisfy its obligations under this Agreement and it is in HRTAC's best interests for VDOT to terminate the contractor's agreement for convenience.

B. HRTAC's Obligations

HRTAC shall:

1. Subject to the limitations as to amounts set forth in Appendix B (and subject to Section F of this Agreement), provide to VDOT the funding authorized by HRTAC for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by HRTAC.
2. Assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of HRTAC for purposes of ensuring it is being completed in compliance with this Agreement and all HRTAC requirements. (In the absence of an assigned person, HRTAC's Executive Director shall serve as the Program Coordinator.) HRTAC's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with

HRTAC's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by VDOT for the Project. HRTAC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope of the Project as set forth on Appendix A or to the Project Budget and Project Schedule as set forth on Appendix B.

3. Route to HRTAC's assigned Program Coordinator all VDOT payment requisitions and the summaries of actual costs submitted to HRTAC for the Project. After submission to HRTAC, HRTAC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. HRTAC's Program Coordinator will then make a recommendation to the HRTAC's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from VDOT. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is, in HRTAC's reasonable judgment, deemed insufficient, within twenty (20) days from receipt, HRTAC's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed in order to authorize the payment request. Payment will be withheld until all deficiencies identified by HRTAC have been corrected to HRTAC's reasonable satisfaction. Under no circumstances will HRTAC authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the HRTAC Act or this Agreement.
4. Route all of VDOT's accelerated or supplemental requests for funding from HRTAC under Sections A.5 and A.8, respectively, of this Agreement to HRTAC's Executive Director. HRTAC's Executive Director will initially review those requests and all supporting documentation with HRTAC's CFO. After such initial review, HRTAC's Executive Director will make a recommendation to HRTAC's Finance Committee for its independent consideration and review. HRTAC's Finance Committee will thereafter make a recommendation on any such request to HRTAC for final determination by HRTAC.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the HRTAC Act and other applicable law. Such compliance reviews may entail (i) review of VDOT's financial records for the Project, (ii) on-Project site inspections and (iii) review of a contractor's books and records in relation to the Project to the extent VDOT has access thereto.

6. Acknowledge that if, as a result of HRTAC's review of any payment requisition or of any HRTAC compliance review, HRTAC staff determines that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, HRTAC staff will promptly advise HRTAC's Executive Director and will advise VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to HRTAC's initial findings. HRTAC's staff will review VDOT's response and make a recommendation to HRTAC's Finance Committee. HRTAC's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to HRTAC. If HRTAC makes a final determination that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, the parties should engage in dispute resolution as provided in Section D of this Agreement. Pending final resolution of the matter, HRTAC will withhold further funding on the Project. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Upon making final payment to VDOT for the Project, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans, if any, developed pursuant to or in association with the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
8. Be the sole determinant of the amount and source of HRTAC funds to be provided and allocated to the Project and the amounts of any HRTAC funds to be provided in excess of the amounts specified in Appendix B.
9. Have no obligation to pay or reimburse VDOT for any cost (including, without limitation, compensation paid or payable to any contractor) arising out of VDOT Fault.

C. Term

1. This Agreement shall (i) be effective upon adoption and execution by both parties and (ii) unless terminated earlier in accordance with its terms, expire ninety (90) days after the date on which VDOT makes final payment to Project contractor(s) and all contractor claims have been resolved or are barred.
2. VDOT may terminate this Agreement, for cause, in the event of a material breach by HRTAC of this Agreement. If so terminated, HRTAC shall pay for all Project costs incurred in accordance with the terms of this Agreement through the date of termination and all reasonable costs incurred by VDOT to terminate all Project-related contracts. The Virginia General Assembly's failure to appropriate funds to HRTAC as described in

Section F of this Agreement and/or repeal or amendment of the legislation establishing the HRTF or HRTAC's powers shall not be considered material breaches of this Agreement by HRTAC if such failure to appropriate or such repeal or amendment eliminates funds in the HRTF to be used for the Project or renders HRTAC without legal authority to provide funding for the Project. Before initiating any proceedings to terminate under this Section, VDOT shall give HRTAC sixty (60) days written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing HRTAC an opportunity to investigate and cure any such alleged breach.

3. HRTAC may terminate this Agreement, for cause, resulting from VDOT's material breach of this Agreement. If so terminated, VDOT shall refund to HRTAC all funds HRTAC provided to VDOT for the Project and, to the extent permitted by law, with interest earned at the rate earned by HRTAC. Before initiating any proceedings to terminate under this Section, HRTAC shall give VDOT sixty (60) days' written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing VDOT an opportunity to investigate and cure any such alleged breach. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed (a) where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law, or (b) without the prior written consent of any lender to HRTAC, if the terms of HRTAC's loan agreement with such lender require such consent.
4. Upon (a) expiration or earlier termination of this Agreement and (b) payment of all eligible expenses as set forth in Section C.3 above, VDOT will release or return to HRTAC all unexpended HRTAC funds and, to the extent permitted by law, with interest earned at the rate earned by HRTAC, no later than sixty (60) days after the date of such expiration or earlier termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer promptly in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. HRTAC's Executive Director and the Commissioner shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to HRTAC and to the Commissioner for formal confirmation and approval. If no satisfactory

resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law or in equity, including all judicial remedies. The foregoing dispute resolution method shall not bar either party's right to seek equitable relief on an emergency basis. Neither party will seek or accept an award of attorneys' fees or costs incurred in connection with resolution of a dispute.

E. HRTAC's Interest in Project Assets

VDOT agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by HRTAC under this Agreement ("Assets") for the designated transportation purposes of the Project, in accordance with applicable law throughout the useful life of each such Asset, and in accordance with, and subject to, the terms of the Master Agreement (including, without limitation, the license granted to HRTAC pursuant to Section 3.08(b) thereof). If VDOT intends to sell, convey, or dispose any Asset funded with HRTAC funds or intends to use any Asset for a purpose inconsistent with this Agreement or the Master Agreement, VDOT shall notify HRTAC's Executive Director in writing of any such intent before further action is taken by VDOT in furtherance thereof. Upon receiving notification from VDOT, HRTAC's Executive Director shall notify HRTAC of VDOT's intended action(s). The parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding VDOT's proposed sale, conveyance, disposition, or use of any such Asset(s) so as to ensure compliance with all applicable requirements and terms of the HRTAC Act and the Master Agreement (without limiting the foregoing, VDOT acknowledges that (i) under the HRTAC Act and applicable law, HRTAC is vested with the right to impose and collect tolls on facilities constructed by the Commission and holds a license to, among other things, use the tolling infrastructure and system, and (ii) under the HREL Tolling Legislation, HRTAC is vested with the right to impose and collect tolls on the portion of the HREL Project facility that has been designated by the CTB for use as high-occupancy toll lanes). All recommendations and/or proposed remedial actions developed by the parties' designated representatives during the meet and confer process shall be formally presented to HRTAC and the Commissioner for their respective approval.

F. Appropriations Requirements

1. Nothing herein shall require or obligate HRTAC to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.
2. The parties acknowledge that all funding provided by HRTAC pursuant to the HRTAC Act is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the HRTF pursuant to applicable provisions of the Code of Virginia and any other moneys that the General Assembly appropriates for deposit into

the HRTF are subject to appropriation by the General Assembly and (ii) HRTAC's obligations under this Agreement are subject to such moneys being appropriated to the HRTF by the General Assembly.

3. The parties agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available to VDOT for HRTAC projects.
4. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to HRTAC that such additional funds have been allocated and authorized by the CTB and/or appropriated by the Virginia General Assembly as may be applicable or have been obtained through another independent, lawful source.

G. Representations and Warranties

1. VDOT hereby represents and warrants to HRTAC as of the date of this Agreement as follows:
 - (a) VDOT is an agency of the Commonwealth of Virginia, and it has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;
 - (b) VDOT has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, and each person executing this Agreement on behalf of VDOT has been duly authorized to execute and deliver it on behalf of VDOT;
 - (c) the execution and delivery by VDOT of this Agreement, and the performance of its obligations hereunder, will not conflict with, and will not result, at the time of execution, in a default under or violation of, (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any law, where such violation will have a material adverse effect on the ability of VDOT to perform its obligations under this Agreement;
 - (d) this Agreement has been duly authorized, executed, and delivered by VDOT and constitutes a valid and legally binding obligation of VDOT, enforceable against it in accordance with the terms hereof, subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) sovereign immunity under the law of the Commonwealth of Virginia; *provided, however, that, for the avoidance of doubt, sovereign*

immunity shall not bar an action to enforce a claim based on a breach of this Agreement presented in accordance with the law of the Commonwealth of Virginia; and

- (e) there is no action, suit, proceeding, investigation, or litigation pending and served on VDOT which challenges VDOT's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the VDOT official executing this Agreement, and VDOT has disclosed to HRTAC any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which VDOT is aware.

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

- (a) HRTAC is a body politic and a political subdivision of the Commonwealth of Virginia, and it has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;
- (b) HRTAC has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, and each person executing this Agreement on behalf of HRTAC has been duly authorized to execute and deliver it on behalf of HRTAC;
- (c) the execution and delivery by HRTAC of this Agreement, and the performance of its obligations hereunder, will not conflict with, and will not result, at the time of execution, in a default under or violation of, (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any law, where such violation will have a material adverse effect on the ability of HRTAC to perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed, and delivered by HRTAC and constitutes a valid and legally binding obligation of HRTAC, enforceable against it in accordance with the terms hereof, subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) sovereign immunity under the law of the Commonwealth of Virginia; *provided, however, that, for the avoidance of doubt, sovereign immunity shall not bar an action to enforce a claim based on a breach of this Agreement presented in accordance with the law of the Commonwealth of Virginia; and*

(e) there is no action, suit, proceeding, investigation, or litigation pending and served on HRTAC which challenges HRTAC's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the HRTAC official executing this Agreement, and HRTAC has disclosed to VDOT any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which HRTAC is aware.

H. Tax Covenants for Bond-Funded Projects

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

I. Notices

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

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

J. Assignment

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

K. Modification or Amendment

- (a) This Agreement may not be modified or amended, except pursuant a written agreement that is duly authorized, executed and delivered by both parties.
- (b) If HRTAC is able to obtain a source of funding for the Project that would reduce or replace the amount of HRTAC-Controlled Moneys expended on the Project, VDOT and HRTAC will work in good faith to amend this Agreement so it takes into account that other funding.
- (c) VDOT and HRTAC will work in good faith to adopt such amendments to this Agreement as VDOT and HRTAC may mutually agree are necessary and desirable in connection with any bond financing.

L. No Personal Liability or Creation of Third Party Rights

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

M. No Agency

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

N. Sovereign Immunity

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

O. Incorporation of Recitals and Appendices

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

P. Mutual Preparation and Fair Meaning

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

Q. Governing Law

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

R. Survival

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

[Signature page follows]

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

Hampton Roads Transportation Accountability Commission

By: _____

Name: _____

Title: _____

Date: _____

Virginia Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

HAMPTON ROADS EXPRESS LANES NETWORK PROJECT ELEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

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

PROJECT BUDGET AND PROJECT SCHEDULE

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

HRTAC Costs (UPC TBD):

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

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

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

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

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

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

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

ANNEX I TO APPENDIX B -PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

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

PROJECT COSTS & FUNDING SOURCE

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

FISCAL YEAR ANNUAL PROJECT CASH FLOW

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

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

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

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

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

Virginia Department of Transportation

Hampton Roads Transportation Accountability Commission

Signature
Commissioner
Title

Signature
HRTAC Chairman
Title

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

Date
Donnie R. Tuck
Print name of person signing

APPENDIX C **FORM OF PAYMENT REQUISITION**

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

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

Draw Request Number: _____

Date: _____, 20____

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

Attention _____, Program Coordinator:

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

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

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Recommended For Payment

By: _____

Name: _____

Title: HRTAC Program Coordinator

DETAILED PAYGO REQUEST

Draw Request Number: _____ Request Date: _____
 HRTAC Project Number: UPC TBD Project Title: I-264/Ind Blvd IAR Dev Project

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

LISTING OF ATTACHED INVOICES

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

Instructions

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

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

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

5. Column E- Please enter the dollar amount listed on the invoice.
6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

APPENDIX D

REPORTS TO BE PROVIDED BY VDOT

- 1) Monthly Project Expenditure Report which lists, by category of expense (e.g., engineering, ROW, utility relocations, construction), (a) information regarding expenditures to date against the budget, both monthly and for the life of the project, and a statement of the percent completed; and (b) such other information as VDOT customarily provides with monthly expenditure reports.
- 2) Monthly Project Report which provides (a) an overview of progress on major project tasks; (b) information regarding the budget (such as, the baseline planned forecast, any approved changes thereto, the monthly expenditures, the cumulative expenditures, and the cumulative forecasted expenditures); (c) future key tasks; and (d) significant issues.

APPENDIX E

OFFICIAL AUTHORIZING DOCUMENTS

APPENDIX F

TAX COVENANTS FOR BOND-FUNDED PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

Agenda Item 5D
Consent Item

To: Chair Tuck and the other members of the Commission

From: Kevin B. Page, Executive Director

Date: December 15, 2022

Amended and Restated Project Agreement for Funding and Administration for the I-64 Hampton Roads Bridge-Tunnel Expansion Project – Extension of Time Re: Plenary Authority to Take Certain Actions in Support of VDOT's Efforts Re: Project Issues

Recommendation:

HRTAC Staff recommends that the Commission extend the time for the Chair and Executive Director to exercise the authority granted under Resolution 2022-05, Item 4, from December 14, 2022 to March 15, 2023.

Background:

At the September 15, 2022 Regular meeting, the Commission adopted Resolution 2022-05 that provided authority to the Chair and Executive Director take certain actions in support of VDOT's efforts to address HRBT project issues. VDOT has notified HRTAC that the negotiations contemplated by the Resolution will likely not conclude by December 14, 2022, which is the date that the authority granted under the Resolution is set to expire. HRTAC and VDOT have a common interest with respect to the administration of the Project and the completion schedule. To enable the Chair and Executive Director to support VDOT, the expiration date under the Resolution needs to be extended to March 15, 2023.

Fiscal Impact:

There is no fiscal impact to the Hampton Roads Transportation Fund.

Suggested Motion:

Motion: Resolution 2022-05 is hereby amended to change the date in Item 4 to March 15, 2023, and such Resolution, as so amended, is hereby ratified.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT
240 CORPORATE BOULEVARD
NORFOLK, VIRGINIA 23502

Stephen C. Brich, P.E.
Commissioner

December 5, 2022

VDOT-HRTAC-0119

Mr. Kevin B. Page, Executive Director
Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, Virginia 23320

RE: I-64 Hampton Roads Bridge-Tunnel Expansion, Project No. 0064-M06-032

Subject: Project Status and Schedule Information (HRTAC Resolution 2022-05)

Dear Mr. Page:

As you are aware, subsequent to adoption of HRTAC Resolution 2022-05, the Department initiated discussions with Hampton Roads Connector Partners (“HRCP”) to address HRCP’s previously submitted Schedule Impact Analyses and related requests for relief under the Comprehensive Agreement.

Given the complexity of these issues, the Department will not completely resolve all issues prior to the current expiration of HRTAC Resolution 2022-05. The Department respectfully requests an extension of the authority granted under HRTAC Resolution 2022-05 until March 16, 2023, the next scheduled HRTAC Board meeting.

Please contact me if you need additional information or have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "James S. Utterback".
James S. Utterback
VDOT Project Director
HRBT Expansion Project

Agenda Item 6A
Action Item

To: Chair Tuck and the other members of HRTAC

From: Finance Committee Chair Hipple

Date: December 15, 2022

Re: Amendment to Executive Director Employment Agreement - Closed Session

Recommendation:

The Finance Committee Chair recommends that the Commission approve an Amendment to the Executive Director's Employment Agreement to align the annual rate of base salary reflected therein with the annual rate of base salary that is now in effect for the current fiscal year, as approved by Chair Tuck in consultation with the Finance Committee Chair.

Background:

The background will be discussed in closed session. (The Finance Committee will receive a similar closed session briefing during its December 15, 2022 meeting, for purposes of enabling the Finance Committee to recommend the amendment to the Commission.) The Executive Director's base salary is funded through the base salary value reflected in the Approved FY2023 Administrative and Project Development Budget and a portion of the funds that had been set aside in the Budget for personnel purposes.

Suggested Motion:

Motion The Commission (i) approves amending Executive Director's Employment Agreement to increase the annual rate of the base salary reflected therein to the annual rate of base salary that the Commission is currently paying the Executive Director (which rate is hereby ratified), and (ii) authorizes the Chair, with advice of counsel, to finalize, execute and deliver an amendment to the Executive Director's employment agreement implementing such terms.





**HAMPTON ROADS TRANSPORTATION FUND and
HAMPTON ROADS REGIONAL TRANSIT FUND
FINANCIAL REPORTS
FY2014 – FY2022
Period Ending August 31, 2022**

The HRTAC staff has prepared the attached August 2022 financial report based on data received to date from the Virginia Department of Transportation.

<u>Revenues</u>	<u>Inception to August 2022</u>	<u>FY2023 YTD</u>	<u>August 2022</u>
Total Gross Revenues¹	4,358,523,049	(343,102,435)	45,864,283
HRTF - State Sales Tax & Local Fuels Tax	1,735,369,632	42,266,800	22,330,285
HRRTF – Fees, Taxes & other Revenue	91,130,247	24,280,181	21,956,705
Interest and Investment Income	79,658,658	4,695,584	1,577,293
Other Income	759,274	-	-
Bond Proceeds	2,451,605,238	(414,345,000)	-
Expenditures			
Total Expenditures	2,596,286,351	57,373,609	52,719,803
Projects	2,405,184,435	48,013,903	48,013,903
Operating Expenses & Investment Fees	22,596,357	224,986	138,540
Bond Interest Expenses	168,505,559	9,134,720	4,567,360
Modified Cash Position at August 31, 2022	1,762,236,698		
<u>Items not using or providing cash since inception:</u>			
Amortization of Bond Premium	(86,616,794)		
Depreciation expense	8,773		
Gain not affecting cash	(759,274)		
Capitalized interest added to long term-debt	389,225		
Assets not providing current sources of cash	(57,990,406)		
Liabilities not requiring current use of cash	<u>87,054,039</u>		
<u>Actual cash and investments at August 31, 2022</u>	<u>\$ 1,704,322,261</u>		

¹ Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in previous periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues.

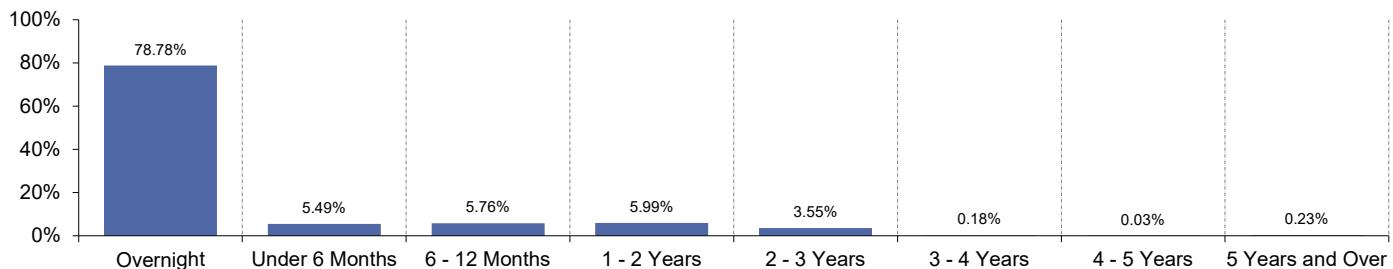
Hampton Roads Transportation Fund

Summary of Cash and Investments

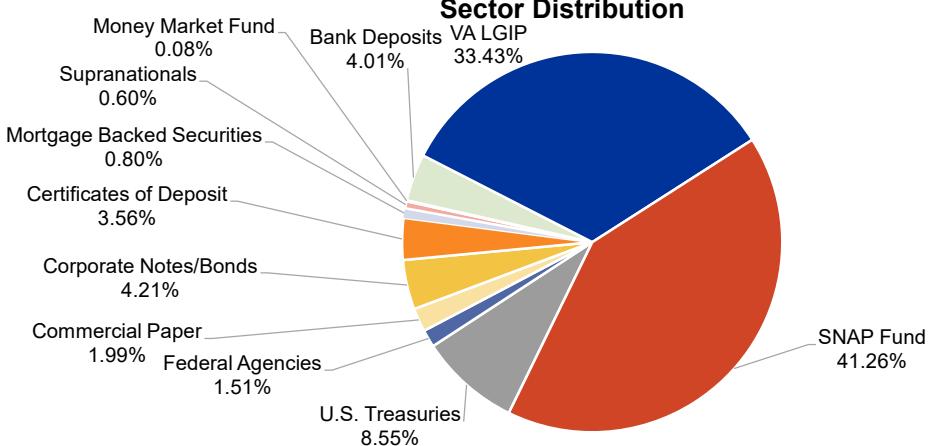
For August 2022

Portfolio	Yield at Cost	Yield at Market	Balances at Cost	Balances at Market	% of Total
Union Checking	0.00%	0.00%	1,000,000	1,000,000	0.06%
Union Sweep	1.50%	1.50%	24,422,272	24,422,272	1.51%
Union Money Market	1.50%	1.50%	13,225	13,225	0.00%
Union General	1.50%	1.50%	39,253,657	39,253,657	2.43%
VA LGIP	2.19%	2.19%	539,037,993	539,037,993	33.43%
Enhanced Cash Portfolio	1.01%	3.40%	213,128,920	209,380,312	12.98%
Core Portfolio	1.33%	3.56%	138,975,591	134,042,616	8.31%
SNAP Fund	1.69%	1.69%	665,417,993	665,417,993	41.26%
Total			\$ 1,621,249,651	\$ 1,612,568,067	100.00%

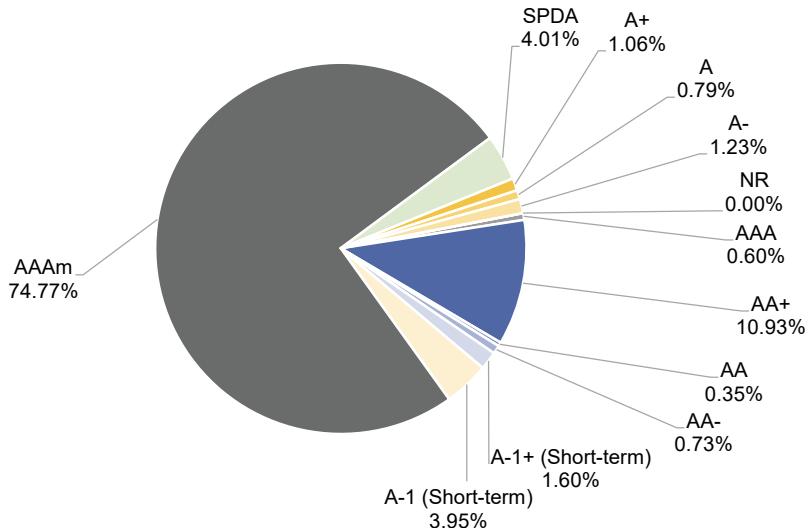
Total Maturity Distribution



Sector Distribution



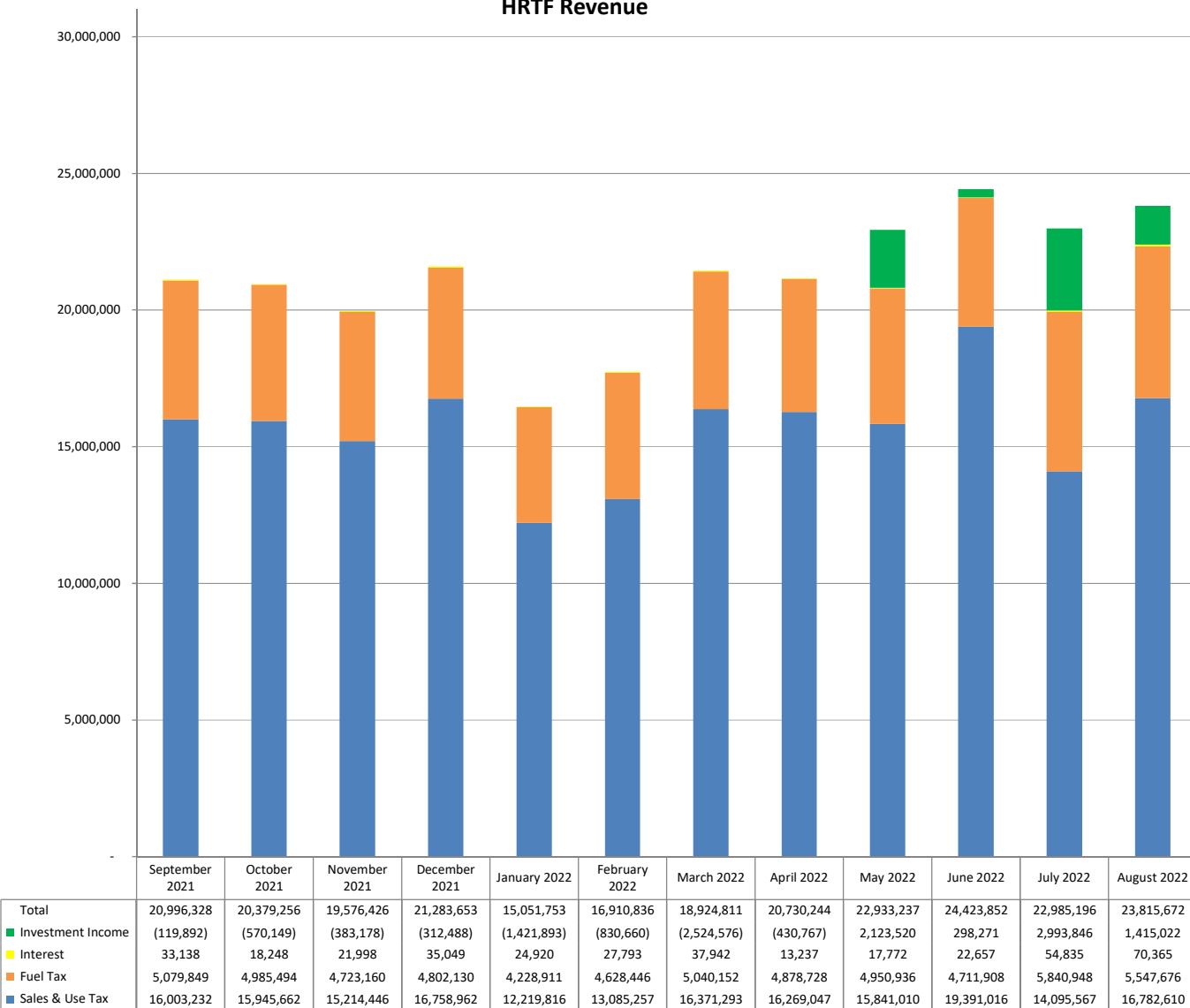
Credit Distribution



All charts are based on market value as of 8/31/22

This material is for general informational purposes only and is not intended to provide specific advice or a specific recommendation.

HRTF Revenue



Notes: November 2018 Wholesale Fuels Tax revenue includes a \$9,865,900 Special Audit Assessment adjustment sourced from vendor audit settlement.

January 2019 Wholesale Fuels Tax revenue includes \$510,330 in adjustments from a Special Audit Assessment and a vendor audit settlement.

February 2019 Wholesale Fuels Tax revenue includes \$806,491 from a vendor audit assessment.

June 2019 Sales & Use Tax includes \$7,424,592 of FY2019 AST Estimated Sales & Use Tax revenue.

Hampton Roads Transportation Fund (HRTF)
Interest and Investment Income
Inception - August 2022

	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>Total</u>
HRTF Interest Income	\$ 363,854.46	\$ 1,027,957	\$ 272,261	\$ 291,738	\$ 321,499	\$ 1,000,093	\$ 669,108	\$ 363,660	\$ 296,307	\$ 125,200	\$ 4,731,680
HRTF Investment Income	<u>-</u>	<u>368,310</u>	<u>3,993,773</u>	<u>980,870</u>	<u>8,868,404</u>	<u>29,869,111</u>	<u>26,275,750</u>	<u>3,240,310</u>	<u>(3,394,409)</u>	<u>4,408,868</u>	<u>\$ 74,610,983</u>
Total	\$ 363,854	\$ 1,396,267	\$ 4,266,034	\$ 1,272,608	\$ 9,189,903	\$ 30,869,204	\$ 26,944,858	\$ 3,603,970	\$ (3,098,102)	\$ 4,534,068	\$ 79,342,663

Notes:

"HRTF Interest Income" includes interest from Union Bank money market, sweep, and general accounts, as well as Regional Tax Interest/Interest Refund Adjustments.

"HRTF Investment Income" in FY2019 and FY2020 includes income from PFMAM (US Bank) core and enhanced cash, LGIP, and SNAP accounts. FY2014-2018 totals also include income from Sterling and Union Bank.

Hampton Roads Transportation Fund (HRTF)
Total of HRTF Revenue and Expenditures Activities
Summary

	Gross Revenue							Expenditures							Cumulative Balance 7/1/13 - 8/31/22
	Sales & Use Tax	Fuels Tax	Interest	Investment Income	Other Income	Bond Proceeds	Total	Projects	Dept of Tax Admin Fee	Investment Fees	Bond Expenses	Operating Expenses	Total		
July 2013 - August 2021	\$ 1,122,536,398	\$ 365,436,978	\$ 4,353,727	\$ 74,373,930	\$ -	\$ 1,780,692,030	\$ 3,347,393,063	\$ 1,742,320,682	\$ 976,654	\$ 1,631,567	\$ 116,886,743	\$ 13,875,071	\$ 1,875,690,715	\$ 1,471,702,349	
<i>September 2021</i>	16,003,232	5,079,849	33,138	(119,892)		988,769,952	1,009,766,281	37,799,809	-	19,329	5,410,088	1,500,077	44,729,303	2,436,739,326	
<i>October 2021</i>	15,945,662	4,985,494	18,248	(570,149)		-	20,379,256	44,884,841	-	19,433	4,913,362	692,328	50,509,964	2,406,608,618	
<i>November 2021</i>	15,214,446	4,723,160	21,998	(383,178)		-	19,576,426	45,568,181	-	18,984	4,913,362	457,040	50,957,567	2,375,227,478	
<i>December 2021</i>	16,758,962	4,802,130	35,049	(312,488)		-	21,283,653	68,569,919	-	19,729	4,913,362	24,372	73,527,383	2,322,983,748	
<i>January 2022</i>	12,219,816	4,228,911	24,920	(1,421,893)		-	15,051,753	50,048,580	-	19,701	4,913,362	110,834	55,092,478	2,282,943,023	
<i>February 2022</i>	13,085,257	4,628,446	27,793	(830,660)		-	16,910,836	55,264,823	-	17,773	4,913,362	595,280	60,791,238	2,239,062,621	
<i>March 2022</i>	16,371,293	5,040,152	37,942	(2,524,576)		-	18,924,811	112,597,893	-	19,705	4,913,362	84,191	117,615,151	2,140,372,281	
<i>April 2022</i>	16,269,047	4,878,728	13,237	(430,767)	759,274	(417,562,348)	(396,072,830)	93,002	-	19,083	(1,330,614)	187,288	(1,031,242)	1,745,330,693	
<i>May 2022</i>	15,841,010	4,950,936	17,772	2,123,520		414,050,604	436,983,841	65,164,937	-	19,727	4,424,005	1,193,985	70,802,655	2,111,511,878	
<i>June 2022</i>	19,391,016	4,711,908	22,657	298,271	-	100,000,000	124,423,852	134,258,335	65,967	19,133	4,500,444	392,370	139,236,248	2,096,699,481	
<i>July 2022</i>	14,095,567	5,840,948	54,835	2,993,846	-	(414,345,000)	(391,359,804)	-	-	19,640	4,567,360	64,869	4,651,869	1,700,687,809	
<i>August 2022</i>	16,782,610	5,547,676	70,365	1,415,022	-	-	23,815,672	48,013,903	-	19,529	4,567,360	118,381	52,719,173	1,671,784,308	
Total 12 Months	\$ 187,977,918	\$ 59,418,338	\$ 377,954	\$ 237,055	\$ 759,274	\$ 670,913,208	\$ 919,683,746	\$ 662,264,222	\$ 65,967	\$ 231,767	\$ 51,618,816	\$ 5,421,015	\$ 719,601,787		
Grand Totals	\$ 1,310,514,316	\$ 424,855,316	\$ 4,731,680	\$ 74,610,985	\$ 759,274	\$ 2,451,605,238	\$ 4,267,076,809	\$ 2,404,584,904	\$ 1,042,621	\$ 1,863,334	\$ 168,505,559	\$ 19,296,086	\$ 2,595,292,503		
Less Balance of Encumbered								2,356,571,001	1,042,621	1,843,805	163,938,199	19,177,705	2,542,573,329	\$ (2,298,544,261)	
Total Net Available*														\$ (626,759,953)	

Notes:

* Total Net Available does not include TIFIA loans not drawn on or HRTF future revenues through FY2027.

Table 1 - Total HRTF Revenues

Hampton Roads Transportation Fund (HRTF)

Total of Sales & Use Taxes and Fuels Taxes

Fiscal Year 2023

Locality	Total FY2014 - FY2022	Previous FY2023	August 2022	Total YTD FY2023	Total
<i>Chesapeake</i>	\$ 310,639,869	\$ 3,452,342	\$ 3,940,681	\$ 7,393,022	\$ 318,032,892
<i>Franklin</i>	18,395,035	223,347	218,035	441,381	18,836,416
<i>Hampton</i>	123,481,299	1,454,700	1,613,735	3,068,435	126,549,734
<i>Isle of Wight</i>	26,966,714	305,233	326,757	631,991	27,598,705
<i>James City</i>	73,982,088	949,348	967,964	1,917,312	75,899,400
<i>Newport News</i>	179,991,908	2,204,984	2,393,507	4,598,491	184,590,399
<i>Norfolk</i>	237,813,894	2,697,760	3,059,535	5,757,295	243,571,189
<i>Poquoson</i>	4,598,136	56,740	57,185	113,925	4,712,061
<i>Portsmouth</i>	60,548,668	669,781	770,338	1,440,118	61,988,787
<i>Southampton</i>	8,896,316	99,196	104,085	203,281	9,099,597
<i>Suffolk</i>	90,043,620	1,071,877	1,310,229	2,382,105	92,425,725
<i>Virginia Beach</i>	450,843,920	5,604,375	6,301,707	11,906,083	462,750,003
<i>Williamsburg</i>	32,548,165	262,689	325,754	588,442	33,136,607
<i>York</i>	74,353,197	884,144	940,775	1,824,919	76,178,117
Total ^d	1,693,102,832	19,936,515	22,330,285	42,266,800	1,735,369,632
Interest ^a	4,606,480	54,835	70,365	125,200	4,731,680
Investment Income ^b	70,202,117	2,993,846	1,415,022	4,408,868	74,610,985
Other Income	759,274	-	-	-	759,274
Bond Proceeds	2,865,950,238	(414,345,000)	-	(414,345,000)	2,451,605,238
Total Revenues	4,634,620,941	(391,359,804)	23,815,672	(367,544,132)	4,267,076,809
Project Expenses	(2,356,571,000)	-	(48,013,903)	(48,013,903)	(2,404,584,904)
DMV & Dept. of Tax Admin Fees	(1,042,620)	-	-	-	(1,042,621)
Investment Fees (PFMAM)	(1,824,165)	(19,640)	(19,529)	(39,170)	(1,863,334)
Bond Interest Expenses ^c	(159,370,839)	(4,567,360)	(4,567,360)	(9,134,720)	(168,505,559)
Operating Expense	(19,112,837)	(64,869)	(118,381)	(183,250)	(19,296,086)
Modified Cash Position	\$ 2,096,699,481	\$ (396,011,673)	\$ (28,903,501)	\$ (424,915,175)	\$ 1,671,784,308
Less Balance of Encumbered	(2,346,558,163)				(2,298,544,261)
Net Modified Cash Position	\$ (252,839,463)				\$ (626,759,953)
Updated forecast ^c	1,606,365,276	21,810,960	19,860,231	41,671,191	1,648,036,467
Total Revenue - Forecast (under)/over	\$ 86,737,556	\$ (1,874,445)	\$ 2,470,054	\$ 595,609	\$ 87,333,167

Notes:

^a Includes interest from Union Bank money market, sweep, and general accounts, as well as Regional Tax Interest/Interest Refund Adjustments.

^b FY2019 and FY2020 include income from PFMAM (US Bank), LGIP, and SNAP accounts. FY2014-2018 includes income from Sterling and Union Bank.

^c Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in prior accounting periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues. The change is retroactive and the prior year amounts have been restated.

Table 1A - State Sales & Use Tax

Hampton Roads Transportation Fund (HRTF)

State Sales & Use Tax

Fiscal Year 2023

Locality	Total FY2014 - FY2022	Previous FY2023	August 2022	Total YTD FY2023	Total
Chesapeake	\$ 232,829,672	\$ 2,478,707	\$ 2,960,169	\$ 5,438,876	\$ 238,268,548
Franklin	9,556,921	90,167	97,144	187,310	9,744,231
Hampton	89,655,275	967,558	1,148,247	2,115,805	91,771,080
Isle of Wight	15,919,297	206,078	217,189	423,267	16,342,563
James City	60,618,756	669,189	769,333	1,438,522	62,057,278
Newport News	139,917,840	1,335,596	1,681,659	3,017,255	142,935,095
Norfolk	185,930,714	1,990,767	2,355,316	4,346,083	190,276,796
Poquoson	3,353,467	43,705	45,641	89,346	3,442,813
Portsmouth	42,259,168	443,693	550,131	993,824	43,252,992
Southampton	3,845,447	46,228	50,466	96,695	3,942,142
Suffolk	58,582,311	659,843	901,531	1,561,374	60,143,685
Virginia Beach	355,779,234	4,293,436	5,032,237	9,325,673	365,104,907
Williamsburg	25,263,298	246,592	280,041	526,633	25,789,930
York	56,124,741	624,010	693,504	1,317,514	57,442,255
Total ¹	\$ 1,279,636,139	\$ 14,095,567	\$ 16,782,610	\$ 30,878,176	\$ 1,310,514,316
Updated Forecast	1,188,744,349	17,008,656	14,386,847	31,395,503	1,220,139,852
Diff(under)/over	90,891,790	(2,913,089)	2,395,763	(517,327)	90,374,464

¹ Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in prior accounting periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues. The change is retroactive and the prior year amounts have been restated.

Table 1B - Local Fuels Tax

Hampton Roads Transportation Fund (HRTF)

Local Fuels Tax

Fiscal Year 2023

Locality	Total FY2014 - FY2022	Previous FY2023	August 2022	Total YTD FY2023	Total
<i>Chesapeake</i>	\$ 77,810,200	\$ 973,635	\$ 980,512	\$ 1,954,147	\$ 79,764,347
<i>Franklin</i>	8,838,116	133,180	120,891	254,071	9,092,187
<i>Hampton</i>	33,826,026	487,142	465,488	952,629	34,778,655
<i>Isle of Wight</i>	11,047,418	99,155	109,569	208,724	11,256,141
<i>James City</i>	13,363,328	280,159	198,631	478,790	13,842,119
<i>Newport News</i>	40,074,071	869,388	711,848	1,581,236	41,655,307
<i>Norfolk</i>	51,883,179	706,994	704,218	1,411,212	53,294,391
<i>Poquoson</i>	1,244,669	13,035	11,543	24,578	1,269,248
<i>Portsmouth</i>	18,289,506	226,088	220,206	446,294	18,735,800
<i>Southampton</i>	5,050,870	52,967	53,619	106,586	5,157,456
<i>Suffolk</i>	31,461,318	412,034	408,698	820,732	32,282,049
<i>Virginia Beach</i>	95,064,677	1,310,940	1,269,470	2,580,410	97,645,086
<i>Williamsburg</i>	7,284,863	16,097	45,713	61,810	7,346,672
<i>York</i>	<u>18,228,452</u>	<u>260,134</u>	<u>247,270</u>	<u>507,405</u>	<u>18,735,856</u>
Total¹	<u>\$ 413,466,691</u>	<u>\$ 5,840,948</u>	<u>\$ 5,547,676</u>	<u>\$ 11,388,623</u>	<u>\$ 424,855,315</u>
Updated Forecast	<u>417,620,927</u>	<u>4,802,304</u>	<u>5,473,384</u>	<u>10,275,688</u>	<u>427,896,615</u>
Diff(under)/over	<u>(4,154,236)</u>	<u>1,038,644</u>	<u>74,292</u>	<u>1,112,935</u>	<u>(3,041,300)</u>

Note: November 2018 Wholesale Fuels Tax revenue included a \$9,865,900 Special Audit Assessment adjustment sourced from vendor audit settlement.

¹ Beginning in June 2020, State Sales Tax and Local Fuels Tax are recorded either one month (sales tax) or two months (fuels tax) earlier than in prior accounting periods, due to additional information received from the Commonwealth of Virginia on the timing of the source transactions for tax revenues. The change is retroactive and the prior year amounts have been restated.

Table 2 - Allocations

Hampton Roads Transportation Fund (HRTF)

*Allocations
Fiscal Year 2023*

Project	Total FY2014 - FY2022	Previous FY2023	August 2022	Total YTD FY2023	Total
<i>I-64 Peninsula Widening</i>					
UPC 104905 - Segment 1 - Construction	\$ 11,608,385	\$ -	\$ -	\$ -	\$ 11,608,385
UPC 106665 - Segment 2 - PE/ROW/Construction	175,832,897	-	-	-	175,832,897
UPC 109790/106689 - Segment 3 - PE	10,000,000	-	-	-	10,000,000
UPC 109790/106689 - Segment 3 - Construction	112,893,996	-	-	-	112,893,996
<i>I-64/264 Interchange Improvement</i>		-			
UPC 57048/108042 - Phase I - PE/ROW	15,071,063	-	-	-	15,071,063
UPC 57048/108042 - Phase I - Construction	137,023,653	-	-	-	137,023,653
UPC 17630/108041 - Phase II - PE/ROW	54,592,576	-	-	-	54,592,576
UPC 17630/108041 - Phase II - Construction	73,157,062	-	-	-	73,157,062
UPC 106693 - Phase III - PE & ROW	10,000,000	-	-	-	10,000,000
<i>I-64 Southside Widening/High-Rise Bridge</i>		-			
UPC 106692 - Phase I - PE	12,200,000	-	-	-	12,200,000
UPC 106692/108990 - Phase I - ROW/Construction	419,756,220	-	-	-	419,756,220
<i>I-64 HRBT Expansion Project</i>		-			
UPC 115008 - I-64 HRBT Expansion Project D-B Contract	3,004,569,251	-	-	-	3,004,569,251
UPC 115009 - I-64 HRBT Expansion Project Owners Oversight	548,900,330	-	-	-	548,900,330
<i>HR Express Lanes Network</i>		-			
UPC 117840 - Segment 1 Phase 1 - PE	5,621,500	-	-	-	5,621,500
UPC 117839 - Segment 4A/4B Phase 1 - PE	5,916,425	-	-	-	5,916,425
UPC 117841 - Segment 4C Phase 1 - PE	15,421,200	-	-	-	15,421,200
UPC 119637 - Segment 1A - PE/ROW/Construction	12,079,075	-	-	-	12,079,075
UPC 120863 - Segment 1B - PE/ROW/Construction	5,860,180	-	-	-	5,860,180
UPC 119824 - Segment 4A/4B - PE/ROW/Construction	12,421,553	-	-	-	12,421,553
UPC 119638 - Segment 4C - PE/ROW/Construction	14,203,800	-	-	-	14,203,800
<i>HRCS Preferred Alternative Refinement - HRBT</i>	30,000,000	-	-	-	30,000,000
UPC 110577 - SEIS					
460/58/13 Connector Study - UPC 106694 - PE	1,095,368	-	-	-	1,095,368
Bowers Hill Interchange Study - UPC 111427	7,904,630	-	-	-	7,904,630
<i>HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)</i>	7,000,000	-	-	-	7,000,000
Total	\$ 4,703,129,164	\$ -	\$ -	\$ -	\$ 4,703,129,164

Table 3 - Expenditures
Hampton Roads Transportation Fund (HRTF)
Expenditures
Fiscal Year 2023

Project	Total FY2014 - FY2022	Previous FY2023	August 2022	Total YTD FY2023	Total
<i>I-64 Peninsula Widening</i>					
<i>UPC 104905/111926 - Segment 1 - PE/Construction</i>	\$ 11,608,384	\$ -	\$ -	\$ -	\$ 11,608,384
<i>UPC 106665 - Segment 2 - PE/ROW/Construction</i>	159,559,703	-	-	-	159,559,703
<i>UPC 109790/106689 - Segment 3 - PE</i>	5,711,500	-	5,277	5,277	5,716,777
<i>UPC 109790/106689 - Segment 3 - Construction</i>	88,736,547	-	133,992	133,992	88,870,539
<i>I-64/264 Interchange Improvement</i>		-	-		
<i>UPC 57048/108042 - Phase I - PE/ROW</i>	15,071,063	-	-	-	15,071,063
<i>UPC 57048/108042 - Phase I - Construction</i>	121,502,110	-	50,174	50,174	121,552,284
<i>UPC 17630/108041 - Phase II - PE/ROW</i>	54,592,576	-	-	-	54,592,576
<i>UPC 17630/108041 - Phase II - Construction</i>	73,157,062	-	1,416,567	1,416,567	74,573,629
<i>UPC 106693 - Phase III - PE & ROW</i>	3,975,409	-	1,043,728	1,043,728	5,019,137
<i>I-64 Southside Widening/High-Rise Bridge</i>		-	-		
<i>UPC 106692 - Phase I - PE</i>	12,189,098	-	-	-	12,189,098
<i>UPC 106692/108990 - Phase I - ROW/Construction</i>	319,643,390	-	13,826,324	13,826,324	333,469,713
<i>I-64 HRBT Expansion Project</i>		-	-		
<i>UPC 115008 - I-64 HRBT Expansion Project D-B Contract</i>	1,351,057,226	-	31,270,274	31,270,274	1,382,327,500
<i>UPC 115009 - I-64 HRBT Expansion Project Owners Oversight</i>	81,049,431	-	-	-	81,049,431
<i>HRELN Segment 1 Phase 1 PE</i>		-			
<i>UPC 117840 - Segment 1 Phase 1 - PE</i>	5,602,807	-	-	-	5,602,807
<i>UPC 117839 - Segment 4A/4B Phase 1 - PE</i>	5,916,425	-	-	-	5,916,425
<i>UPC 117841 - Segment 4C Phase 1 - PE</i>	5,356,437	-	134,490	134,490	5,490,927
<i>UPC 119637 - Segment 1A - PE/ROW/Construction</i>	1,769,885	-	-	-	1,769,885
<i>UPC 120863 - Segment 1B - PE/ROW/Construction</i>	606,480	-	-	-	606,480
<i>UPC 119824 - Segment 4A/4B - PE/ROW/Construction</i>	-	-	-	-	-
<i>UPC 119638 - Segment 4C - PE/ROW/Construction</i>	-	-	-	-	-
<i>HRCS Preferred Alternative Refinement - HRBT UPC 110577 - SEIS</i>	28,800,287	-	-	-	28,800,287
<i>460/58/13 Connector Study - UPC 106694 - PE</i>	1,095,368	-	-	-	1,095,368
<i>Bowers Hill Interchange Study - UPC 111427</i>	5,317,912	-	133,077	133,077	5,450,989
<i>HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)</i>	4,251,901	-	-	-	4,251,901
Total	\$ 2,356,571,000	\$ -	\$ 48,013,903	\$ 48,013,903	\$ 2,404,584,903

Table 3A - Bond-Reimbursed Expenditures

Hampton Roads Transportation Fund (HRTF)

Bond Reimbursements

Fiscal Year 2023

Project	Total FY2014 - FY2022	Previous FY2023	August 2022	Total YTD FY2023	Total
<i>I-64 Peninsula Widening</i>					
UPC 104905/111926 - Segment 1 - PE/Construction	\$ 10,063,882	\$ -	\$ -	\$ -	\$ 10,063,882
UPC 106665 - Segment 2 - PE/ROW/Construction	159,559,703	-	-	-	159,559,703
UPC 109790/106689 - Segment 3 - PE	5,693,804	-	-	-	5,693,804
UPC 109790/106689 - Segment 3 - Construction	87,210,472	-	-	-	87,210,472
<i>I-64/264 Interchange Improvement</i>					
UPC 57048/108042 - Phase I - PE/ROW	15,071,063	-	-	-	15,071,063
UPC 57048/108042 - Phase I - Construction	121,364,711	-	-	-	121,364,711
UPC 17630/108041 - Phase II - PE/ROW	54,592,576	-	-	-	54,592,576
UPC 17630/108041 - Phase II - Construction	65,786,903	-	-	-	65,786,903
UPC 106693 - Phase III - PE & ROW	-	-	-	-	-
<i>I-64 Southside Widening/High-Rise Bridge</i>					
UPC 106692 - Phase I - PE	12,189,098	-	-	-	12,189,098
UPC 106692/108990 - Phase I - ROW/Construction	257,901,644	-	-	-	257,901,644
<i>I-64 HRBT Expansion Project</i>					
UPC 115008 - I-64 HRBT Expansion Project D-B Contract	852,610,619	-	31,270,274	31,270,274	883,880,893
UPC 115009 - I-64 HRBT Expansion Project Owners Oversight	42,131,012	-	-	-	42,131,012
<i>HRELN Segment 1 Phase 1 PE</i>					
UPC 117840 - Segment 1 Phase 1 - PE	-	-	-	-	-
UPC 117839 - Segment 4A/4B Phase 1 - PE	-	-	-	-	-
UPC 117841 - Segment 4C Phase 1 - PE	-	-	-	-	-
UPC 119637 - Segment 1A - PE/ROW/Construction	-	-	-	-	-
UPC 120863 - Segment 1B - PE/ROW/Construction	-	-	-	-	-
UPC 119824 - Segment 4A/4B - PE/ROW/Construction	-	-	-	-	-
UPC 119638 - Segment 4C - PE/ROW/Construction	-	-	-	-	-
<i>HRCS Preferred Alternative Refinement - HRBT UPC 110577 - SEIS</i>	-	-	-	-	-
<i>460/58/13 Connector Study - UPC 106694 - PE</i>	-	-	-	-	-
<i>Bowers Hill Interchange Study - UPC 111427</i>	-	-	-	-	-
<i>HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)</i>	-	-	-	-	-
Total	\$ 1,684,175,488	\$ -	\$ 31,270,274	\$ 31,270,274	\$ 1,715,445,762

Table 3B - Non-Bond Reimbursed Expenditures

Hampton Roads Transportation Fund (HRTF)

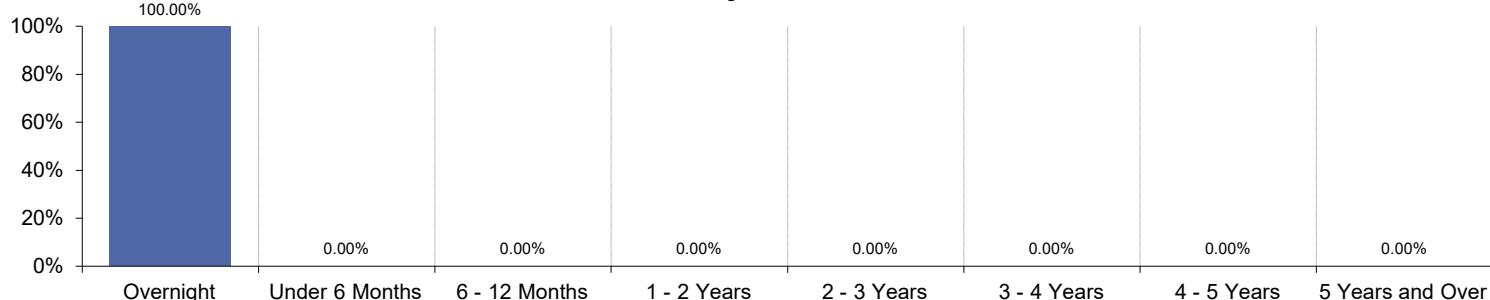
*Expenditures
Fiscal Year 2023*

Project	Total FY2014 - FY2022	Previous FY2023	August 2022	Total YTD FY2023	Total
<i>I-64 Peninsula Widening</i>					
UPC 104905/111926 - Segment 1 - PE/Construction	\$ 1,544,502	\$ -	\$ -	\$ -	\$ 1,544,502
UPC 106665 - Segment 2 - PE/ROW/Construction	-	-	-	-	-
UPC 109790/106689 - Segment 3 - PE	17,695	-	5,277	5,277	22,972
UPC 109790/106689 - Segment 3 - Construction	1,526,075	-	133,992	133,992	1,660,067
<i>I-64/264 Interchange Improvement</i>			-		
UPC 57048/108042 - Phase I - PE/ROW	-	-	-	-	-
UPC 57048/108042 - Phase I - Construction	137,400	-	50,174	50,174	187,574
UPC 17630/108041 - Phase II - PE/ROW	-	-	-	-	-
UPC 17630/108041 - Phase II - Construction	7,370,159	-	1,416,567	1,416,567	8,786,726
UPC 106693 - Phase III - PE & ROW	3,975,409	-	1,043,728	1,043,728	5,019,137
<i>I-64 Southside Widening/High-Rise Bridge</i>			-		
UPC 106692 - Phase I - PE	-	-	-	-	-
UPC 106692/108990 - Phase I - ROW/Construction	61,741,746	-	13,826,324	13,826,324	75,568,070
<i>I-64 HRBT Expansion Project</i>			-		
UPC 115008 - I-64 HRBT Expansion Project D-B Contract	498,446,607	-	-	-	498,446,607
UPC 115009 - I-64 HRBT Expansion Project Owners Oversight	38,918,419	-	-	-	38,918,419
<i>HRELN Segment 1 Phase 1 PE</i>			-		
UPC 117840 - Segment 1 Phase 1 - PE	5,602,807	-	-	-	5,602,807
UPC 117839 - Segment 4A/4B Phase 1 - PE	5,916,425	-	-	-	5,916,425
UPC 117841 - Segment 4C Phase 1 - PE	5,356,437	-	134,490	134,490	5,490,927
UPC 119637 - Segment 1A - PE/ROW/Construction	1,769,885	-	-	-	1,769,885
UPC 120863 - Segment 1B - PE/ROW/Construction	606,480	-	-	-	606,480
UPC 119824 - Segment 4A/4B - PE/ROW/Construction	-	-	-	-	-
UPC 119638 - Segment 4C - PE/ROW/Construction	-	-	-	-	-
<i>HRCS Preferred Alternative Refinement - HRBT UPC 110577 - SEIS</i>	28,800,287	-	-	-	28,800,287
460/58/13 Connector Study - UPC 106694 - PE	1,095,368	-	-	-	1,095,368
Bowers Hill Interchange Study - UPC 111427	5,317,912	-	133,077	133,077	5,450,989
<i>HR Regional Connector Study - HRTPO (Remaining Projects of Third Crossing)</i>	4,251,901	-	-	-	4,251,901
Total	\$ 672,395,512	-	\$ 16,743,629	\$ 16,743,629	\$ 689,139,141

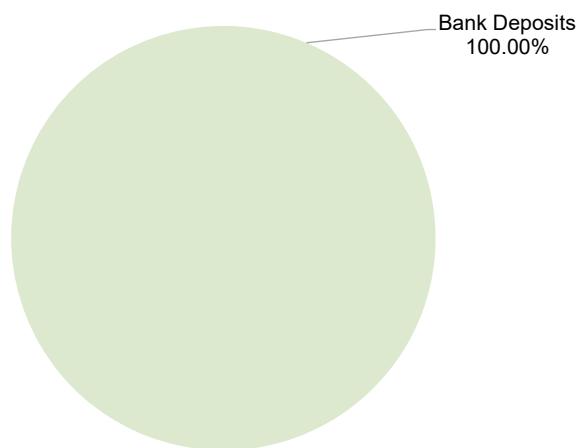
Hampton Roads Regional Transit Fund
Summary of Cash and Investments
For August 2022

Portfolio	Yield at Cost	Yield at Market	Balances at Cost	Balances at Market	% of Total
Union Checking	0.00%	0.00%	1,000,000	1,000,000	1.20%
Union Sweep	1.50%	1.50%	82,177,049	82,177,049	98.80%
Total			\$ 83,177,049	\$83,177,049	100.00%

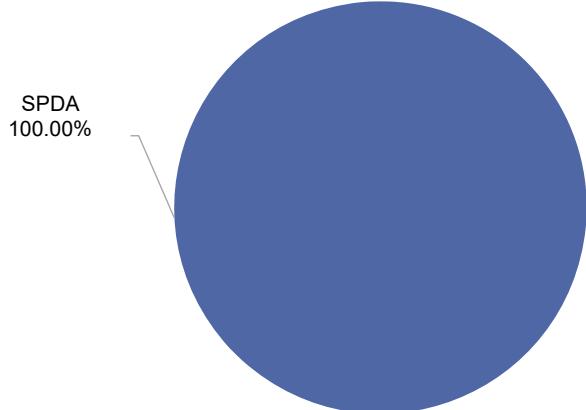
Total Maturity Distribution



Sector Distribution



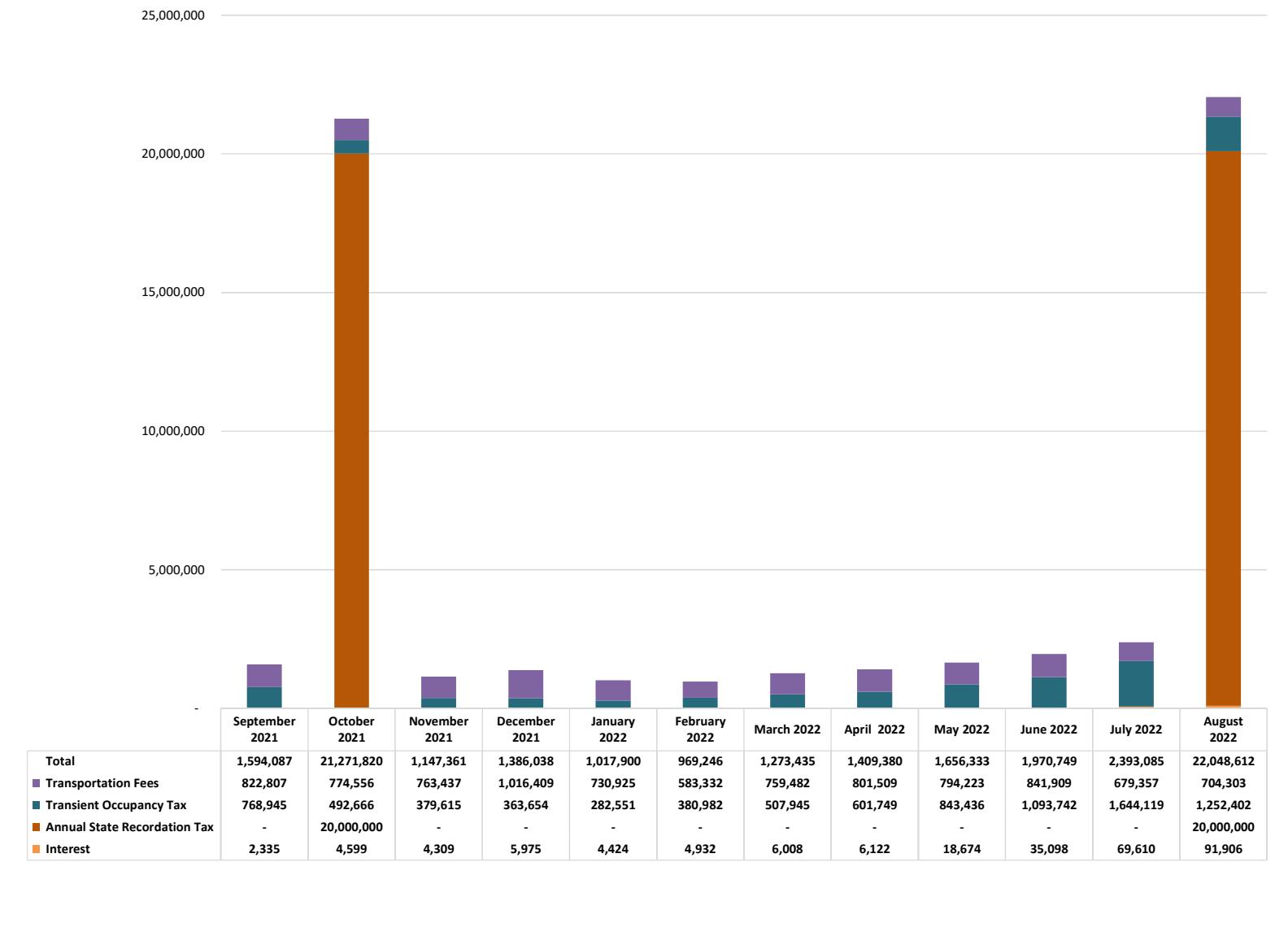
Credit Distribution



All charts are based on market value as of 8/31/22

This material is for general informational purposes only and is not intended to provide specific advice or a specific recommendation.

HRRTF REVENUE



Hampton Roads Regional Transit Fund
Interest and Investment Income
Inception - August 2022

	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>Total</u>
Interest Income	\$ 57,044	\$ 97,432	\$ 161,516	\$ 315,992
Investment Income	—	—	—	—
Total	<u>\$ 57,044</u>	<u>\$ 97,432</u>	<u>\$ 161,516</u>	<u>\$ 315,992</u>

Hampton Roads Regional Transit Fund
Revenue and Expenditures
Summary

	Gross Revenue					Expenditures			Cumulative Balance	
	Regional Transportation		Recordation							
	Imprv. Fees	Transient Occupancy Tax	Tax Distribution	Interest	Total Revenue	Project Expenses	Operating Expenses	Total		
<i>July 2020 - August 2021</i>	\$ 9,095,527	\$ 4,150,666	\$ 20,000,000	\$ 62,001	\$ 33,308,194	\$ 599,531	\$ 176,658	\$ 776,189	\$ 32,532,005	
<i>September 2021</i>	822,807	768,945	-	2,335	1,594,087	-	915	915	34,125,176	
<i>October 2021</i>	774,556	492,666	20,000,000	4,599	21,271,820	-	2,237	2,237	55,394,759	
<i>November 2021</i>	763,437	379,615	-	4,309	1,147,361	-	1,423	1,423	56,540,696	
<i>December 2021</i>	1,016,409	363,654	-	5,975	1,386,038	-	79,874	79,874	57,846,861	
<i>January 2022</i>	730,925	282,551	-	4,424	1,017,900	-	3,465	3,465	58,861,297	
<i>February 2022</i>	583,332	380,982	-	4,932	969,246	-	20,534	20,534	59,810,008	
<i>March 2022</i>	759,482	507,945	-	6,008	1,273,435	-	1,529	1,529	61,081,915	
<i>April 2022</i>	801,509	601,749	-	6,122	1,409,380	-	5,435	5,435	62,485,859	
<i>May 2022</i>	794,223	843,436	-	18,674	1,656,333	-	749	749	64,141,444	
<i>June 2022</i>	841,909	1,093,742	-	35,098	1,970,749	-	98,931	98,931	66,013,261	
<i>July 2022</i>	679,357	1,644,119	-	69,610	2,393,085	-	1,936	1,936	68,404,410	
<i>August 2022</i>	704,303	1,252,402	20,000,000	91,906	22,048,612	-	630	630	90,452,392	
<i>Total 12 months</i>	\$ 9,272,248	\$ 8,611,806	\$ 40,000,000	\$ 253,991	\$ 58,138,045	\$ -	\$ 217,658	\$ 217,658		
<i>Total</i>	\$ 18,367,775	\$ 12,762,471	\$ 60,000,000	\$ 315,992	\$ 91,446,239	\$ 599,531	\$ 394,316	\$ 993,847		
<i>Less Balance of Encumbered (through FY2028)</i>									(36,542,565)	
<i>Total Net Available</i>									\$ 53,909,827	

Table 1 - Revenues
Hampton Roads Regional Transit Fund (HRRTF)
Fiscal Year 2023

Locality	Total FY2021 - 2022	Previous FY 2023	August 2022	Total YTD FY2022	Total
Regional Taxes and Fees					
Chesapeake	\$ 4,606,443	\$ 268,165	\$ 246,384	\$ 514,548	\$ 5,120,992
Hampton	2,179,578	152,389	89,384	241,773	2,421,351
Newport News	2,346,834	124,782	142,093	266,875	2,613,708
Norfolk	3,902,056	295,191	260,996	556,187	4,458,243
Portsmouth	1,155,327	76,486	60,443	136,929	1,292,256
Virginia Beach	<u>12,659,828</u>	<u>1,406,463</u>	<u>1,157,406</u>	<u>2,563,869</u>	<u>15,223,697</u>
Total Regional Taxes and Fees	<u>26,850,066</u>	<u>2,323,476</u>	<u>1,956,705</u>	<u>4,280,181</u>	<u>31,130,247</u>
Annual Recordation Tax Distribution	<u>40,000,000</u>	<u>-</u>	<u>20,000,000</u>	<u>20,000,000</u>	<u>60,000,000</u>
Total Tax and Fees Revenue	<u>66,850,066</u>	<u>2,323,476</u>	<u>21,956,705</u>	<u>24,280,181</u>	<u>91,130,247</u>
Interest ^a	<u>154,476</u>	<u>69,610</u>	<u>91,906</u>	<u>161,516</u>	<u>315,992</u>
Total Revenues	<u>67,004,542</u>	<u>2,393,085</u>	<u>22,048,612</u>	<u>24,441,697</u>	<u>91,446,239</u>
Project Expenses	(599,531)	-	-	-	(599,531)
Operating Expense	<u>(391,750)</u>	<u>(1,936)</u>	<u>(630)</u>	<u>(2,566)</u>	<u>(394,316)</u>
Modified Cash Position	<u>\$ 66,013,261</u>	<u>\$ 2,391,149</u>	<u>\$ 22,047,982</u>	<u>\$ 24,439,131</u>	<u>\$ 90,452,392</u>
Less Balance of Encumbered	<u>(36,542,565)</u>				<u>(36,542,565)</u>
Net Modified Cash Position	<u>\$ 29,470,696</u>				<u>\$ 53,909,827</u>
Updated forecast	<u>59,411,862</u>	<u>2,363,379</u>	<u>2,748,243</u>	<u>5,111,622</u>	<u>64,523,484</u>
Total Revenue - Forecast (under)/over	\$ 7,438,203	\$ (39,903)	\$ 19,208,462	\$ 19,168,559	\$ 26,606,763

Table 1A - Regional Transit Improvement Fees

Hampton Roads Regional Transit Fund (HRRTF)

Fiscal Year 2023

Locality	Total FY2021 - 2022	Previous FY 2023	August 2022	Total YTD FY2022	Total
Regional Transit Improvement Fees					
<i>Chesapeake</i>	\$ 3,718,941	\$ 152,375	\$ 157,378	\$ 309,753	\$ 4,028,694
<i>Hampton</i>	1,541,762	57,645	44,788	102,434	1,644,195
<i>Newport News</i>	1,666,952	60,401	86,287	146,687	1,813,640
<i>Norfolk</i>	2,729,900	117,685	99,494	217,179	2,947,079
<i>Portsmouth</i>	1,022,751	62,558	48,529	111,087	1,133,837
<i>Virginia Beach</i>	6,303,809	228,694	267,827	496,521	6,800,330
Total RTI Fees	\$ 16,984,115	\$ 679,357	\$ 704,303	\$ 1,383,660	\$ 18,367,775
Forecast	13,500,002	676,080	663,298	1,339,378	14,839,380
Total Revenue - Forecast (under)/over	\$ 3,484,113	\$ 3,277	\$ 41,005	\$ 44,282	\$ 3,528,395

Table 1B - Transient Occupancy Tax

Hampton Roads Regional Transit Fund (HRRTF)

Fiscal Year 2023

Locality	Total FY2021 - 2022	Previous FY 2023	August 2022	Total YTD FY2022	Total
Transient Occupancy Tax					
<i>Chesapeake</i>	\$ 887,502	\$ 115,790	\$ 89,006	\$ 204,796	\$ 1,092,298
<i>Hampton</i>	637,817	94,744	44,596	139,339	777,156
<i>Newport News</i>	679,881	64,381	55,806	120,187	800,068
<i>Norfolk</i>	1,172,156	177,506	161,502	339,008	1,511,163
<i>Portsmouth</i>	132,576	13,928	11,914	25,843	158,419
<i>Virginia Beach</i>	6,356,018	1,177,769	889,579	2,067,348	8,423,366
Total Transient Occupancy Tax	\$ 9,865,951	\$ 1,644,119	\$ 1,252,402	\$ 2,896,521	\$ 12,762,471
Forecast	5,911,860	1,687,299	2,084,945	3,772,244	9,684,104
Total Revenue - Forecast (under)/over	\$ 3,954,090	\$ (43,180)	\$ (832,543)	\$ (875,723)	\$ 3,078,367

Table 2 - Allocations

Hampton Roads Regional Transit Fund (HRRTF)

Allocations

Fiscal Year 2023

Project	Total FY2021 - 2022	Previous FY 2023	August 2022	Total YTD FY2022	Total
<i>Regional Transit System - 757 Express</i>					
Transit Bus Expansion (Group A) - Project 202101A	\$ 9,306,000	\$ -	\$ -	\$ -	\$ 9,306,000
<i>Bus Stop Amenity Program</i>			-		
- Project 202101B	3,265,000	-	-	-	3,265,000
- Project 202201F	5,326,000	-	-	-	5,326,000
<i>Regional Transit System Technology</i>		-			
- Project 202101C	80,000	-	-	-	80,000
- Project 202201G	518,000	-	-	-	518,000
<i>Regional Transit Services</i>		-			
Operations and Maintenance RTS - Project 202201C	5,730,123	-	-	-	5,730,123
Development and Support Services RTS - Project 202201D	4,946,973	-	-	-	4,946,973
<i>Net Center Replacement/Passenger Facility</i>		-			
- Project 202101D	62,000	-	-	-	62,000
Robert Hall Blvd (Chesapeake) - Project 202201A	100,000	-	-	-	100,000
Evelyn T. Butts (Norfolk) - Project 202201B	100,000	-	-	-	100,000
<i>New Bus Operating Division - Southside</i>		-			
- Project 202101E	1,000,000	-	-	-	1,000,000
- Project 202201E	6,708,000	-	-	-	6,708,000
Total	\$ 37,142,096	\$ -	\$ -	\$ -	\$ 37,142,096

Table 3 - Expenditures
Hampton Roads Regional Transit Fund (HRRTF)
Expenditures
Fiscal Year 2023

Project	Total FY2021-2022	Previous FY 2023	August 2022	Total YTD FY2022	Total
<i>Regional Transit System - 757 Express</i>					
<i>Bus Stop Amenity Program - 202101B</i>	\$ 399,516	\$ -	\$ -	\$ -	\$ 399,516
<i>Regional Transit System Technology - 202101C</i>	-	-	-	-	-
<i>Net Center Replacement - 202101D</i>	14,056	-	-	-	14,056
<i>New Bus Operating Division - Southside - 202101E</i>	185,959	-	-	-	185,959
Total	\$ 599,531	\$ -	\$ -	\$ -	\$ 599,531



**November 2022
Monthly Project Report
I-64 HAMPTON ROADS
BRIDGE-TUNNEL
EXPANSION**

Report No. 44
Project No. 0064-M06-032



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Issue Date: December 7, 2022

Prepared by:

Virginia Department of Transportation
www.hrbexpansion.org

1. Executive Summary

1.1 Overview

This report provides an overview of accomplishments and activities for the Hampton Roads Bridge-Tunnel Expansion Project from October 23, 2022 – November 19, 2022. The Design-Builder for the project is Hampton Roads Connector Partners (HRCP), a consortium that includes lead contractors Dragados, Vinci, Flatiron, and Dodin Campenon Bernard, with lead designers HDR and Mott MacDonald.

The current reporting period is aligned with HRCP's fiscal-month structure, on which the project's design-build schedule updates and invoiced construction progress are based. Reporting periods typically close on the Saturday on or preceding the 24th of each month.

During this reporting period, project accomplishments included the following:

- South Island Progress:
 - Jet grouting at tunnel approach plug to 88%.
 - Headwall installation at Cell 1 launch pit to 84%.
 - Launching pit base slab to 67%.
- Tunnel Progress:
 - Precast tunnel segment liner production to 40%.
 - Completed TBM shield cradle installation at Cell 1 launching pit.
 - Slurry treatment plant assembly to 75%.
- North Island Progress:
 - Capping beams to 39%.
- Landside Progress:
 - Completed median pier shoring tower at Mallory St. Bridge.
 - Completed lead abatement and protective coating application for existing Evans St. westbound bridge.
- Marine Progress:
 - North Trestle eastbound piles to 76%.
 - North Trestle eastbound beams to 53%.
 - North Trestle eastbound decks to 21%.
 - Permanent South Trestle caps to 19%.

1.2 Priorities

VDOT's priorities for the Project are to achieve the following objectives:

- To provide mobility enhancements and travel-time reliability along the Project corridor.
- To minimize Project impacts on adjacent communities.
- To improve transportation operations and safety throughout the Project corridor.
- To develop public infrastructure in a financially responsible manner.

1.3 Key Updates

Project Schedule

The last approved schedule for the project is Update 39 (data date: October 23, 2022), and the schedule information in this report reflects this update.

- Contractual Substantial and Final Completion Dates remain unchanged.
- HRCP's Schedule Update 39 is reporting Substantial Completion date of August 31, 2026.
- HRCP's Schedule Update 39 is reporting Final Completion date of October 30, 2026.

Project Budget

The project budget summary below now includes all incurred to date costs through November 19, 2022 and does not include forecasted cost outside of the reporting period.

- Project budget overview:

Current total project budget:	\$ 3,935,451,641
Total costs to date:	\$ 1,601,370,680
Remaining project budget:	\$ 2,334,080,961

- Design-build contract overview:

Design-build contract original amount:	\$ 3,299,997,227
Net change orders:	\$ 1,752,944
Exercised Options:	\$ 73,454,414
Design-build contract sum to date:	\$ 3,375,204,585
Expenditures to date:	\$ 1,527,031,561
Remaining design-build contract amount:	\$ 1,848,173,024

- Design-build progress to date:

Project Management:	51.5%
Design:	89.4%
Physical Construction Progress:	27.7%
Overall:	45.2%

Environmental

Environmental updates for this reporting period include:

- DEQ approved VPDES permit modification request on November 1, 2022.
- HRCP conducted a quarterly agency status meeting on November 9, 2022.

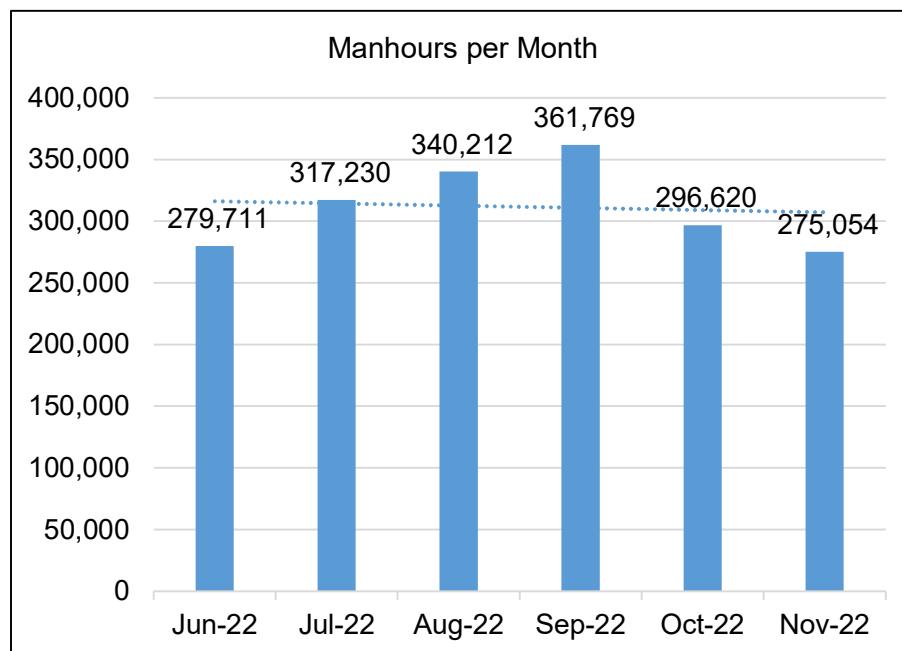
Construction

Progress updates for this reporting period include:

- Landside Roadways
 - Began excavation for retaining wall 103A near Mallory Bridge.
 - Began and completed excavation and grade for Blue Crab Substation retaining wall 02 near Mallory Bridge.
 - Completed temporary barrier installation for westbound Phase 1 traffic shift from 13th View Bridge to Ocean View off-ramp.
 - Completed drainage jack and bore underneath eastbound I-64 on and off ramps at Bayville St.
 - Completed installation of panels for retaining wall 401 between Mason Creek Rd. and 1st View St. for eastbound widening.
- Marine Works
 - Drove piles at North eastbound MOT trestle (5 installed this period).
 - Placed caps at North eastbound MOT trestle (1 installed this period).
 - Drove piles at North eastbound permanent trestle (3 installed this period).
 - Set beams at North eastbound permanent trestle (34 installed this period).
 - Placed decks at North eastbound permanent trestle (2 installed this period).
 - Drove piles at South eastbound MOT trestle (6 installed this period).
 - Placed caps at South eastbound MOT trestle (3 installed this period).
 - Set beams at South eastbound MOT trestle (9 installed this period).
 - Drove piles at South westbound MOT trestle (5 installed this period).
 - Placed caps at South permanent trestle (7 installed this period).
 - Drove pipe piles at Cell 1 Cofferdam for South Island Expansion (18 installed this period).
 - Drove sheet piles at Cell 1 Cofferdam for South Island Expansion (15 installed this period).
- Tunnels and Islands
 - Completed concrete placement 10 and cores of concrete placements 11 and 12 for South Island General Purpose headwall.
 - Completed concrete placement 8 for South Island High Occupancy Toll headwall.
 - Completed base slab concrete placement for the remainder of east side of launching pit, including section of Cell 2 step wall.
 - Completed North Island Cell 1 capping beams.
 - Completed TBM shield cradle installation at Cell 1 launching pit.
- Landside Bridges
 - Completed median pier shoring tower at Mallory St. Bridge.

- Completed Abutment A footing construction at Mason Creek Rd. Bridge for eastbound widening.
- Began and completed pile driving operations at Pier 1 and Abutment B at 1st View St. Bridge for eastbound widening.
- Completed Spans 41 and 42 deck concrete placements at Bay Ave. Bridge for eastbound widening.
- Began repair/rehabilitation of existing Bay Ave. eastbound bridge.
- Completed protective coating application for existing Evans St. westbound bridge.

The number of construction manhours worked each month is provided by HRCP and is current as of November 30, 2022:



Project Manhours to Date:
5,825,907

Operations

The following operations activities took place during this reporting period:

- New short-term lane closure for slow rolls near Willoughby Bay Bridge to support underdrain installation.

Quality

Quality updates for this reporting period include:

- VDOT reviewed Construction Quality Management Plan (CQMP) updates for two Notice of Design Change (NDC) packages this period.

- VDOT reviewed 42 Non-Conformance Reports (NCRs) for concurrence.
- VDOT continues to monitor HRCP's QA and QC material testing. VDOT also performed Independent Testing and Verification Testing on materials in accordance with VDOT requirements and coordinated with VDOT Materials Division for shop inspections as required.
- VDOT continues to engage HRCP in discussions on HRCP's implementation of their Quality Management System Plan (QMSP) and the effectiveness of the plan.

Safety

Safety procedures and activities during this reporting period include:

- VDOT and HRCP continue to follow latest CDC guidelines regarding COVID-19.
- VDOT and HRCP continue collaboration on emergency response planning.

The following safety performance indicator information is provided by HRCP and is current as of November 30, 2022:

- Total Recordable Incidence Rate: 1.61 (National Average: 2.5)
- Lost Time Incidence Rate: 0.17 (National Average 1.6)

Civil Rights & DBE/SWaM Business Opportunities

HRCP has awarded **323** subcontracts, subconsultant agreements, and purchase orders to certified DBE/SWaM firms on the project. These contract awards represent a total of **\$492.4 million** to certified DBE/SWaM firms.

- HRCP continued to make progress towards the 80 participant On-the-Job Training (OJT) contract goal. To date, 26 participants have completed all required training hours to graduate from the OJT program.
- VDOT and HRCP participated in business development and outreach events including the USDOT Small Business Transportation Resource Center's Regional Transportation Symposium, Virginia Asian Chamber of Commerce 2022 ProcureCon NOVA Buyer Showcase, City of Virginia Beach Minority Business Council's Conference and Expo, Black Brand's Diamond Weekend, and Christopher Newport University's SWaM Fair.



Public Outreach & Media

Public outreach and project media updates provided by VDOT and HRCP for this reporting period include:

- HRBT Expansion Team presented to LEAD Peninsula, Kecoughtan High School, NASA Langley Contractor Steering Committee, and Old Dominion University.
- HRBT Expansion Team hosted a booth for three days at the Governor's Transportation Conference, while also providing site tours for the Commonwealth Transportation Board and members of the Virginia House of Delegates and Senate.

2. Project Schedule

2.1 Schedule Status

The following table depicts key milestone dates for the project and has been updated as of the current approved schedule. The last approved schedule for the project is Update 39 (data date: October 23, 2022), and the schedule information in this report reflects this update. Update 39 projects substantial completion on August 31, 2026, and final completion on October 30, 2026. Contractual Substantial and Final Completion dates remain unchanged.

	Contract Requirement	October 2022 Schedule	Actual
NTP		Sep 11, 2020	Sep 11, 2020
Substantial Completion	Sep 1, 2025	Aug 31, 2026	
Final Completion	Nov 1, 2025	Oct 30, 2026	

2.2 Longest Path

The longest path/critical path in Project Schedule Update 39 is driven by the following activities:

- South Portal Launch Pit Headwall Construction
- Assembly of the Tunnel Boring Machine (TBM) in launching pit
- TBM Commissioning
- TBM drive in High Occupancy Toll Tunnel
- TBM U-Turn on North Island
- TBM drive in General Purpose Tunnel
- TBM Disassembly in south pit
- South Portal Cut and Cover Structures – Phase 4 Cell 1
- South Island Ventilation Building and Gate House – Phase 2
- South Ventilation Building Commissioning
- South Island Buildings Integrated Functional Testing
- Tunnel Systems Integration – ITS
- Commissioning – High Occupancy Toll and General Purpose Operational Testing
- Commissioning – Tunnel, Buildings, Roadways, and Trestles Integration Testing
- ITT Reversal
- Substantial Completion

2.3 Impact Analysis

Several elements of work are near-critical and could affect schedule performance if they are not addressed diligently. VDOT and HRCP are closely monitoring these activities. The following work elements have been identified as near critical, meaning there is less than one month of float in Schedule Update 39:

South Portal

- South Portal Tri-Cell – Base Slabs
- South Portal Cut and Cover Structures – Phase 2
- South Portal Cut and Cover Structures – Phase 5
- South Portal Cut and Cover Structures – Phase 6
- General Purpose Tunnel – Interior Structures Construction

South Island

- South Island – Slurry Treatment Plant – Filter Press Walls
- South Island – Additional Conveyor and Quay Mooring Piles and Fenders
- Northside South Island Expansion – Clear Cluster 109
- South Island – Rectilinear Approach – Jet Grouting
- South Island – Rectilinear Approach – Support of Excavation – Capping Beams
- South Island – Rectilinear Approach – Construction
- South Island – Vent Building Construction – Phase 1

Tunneling

- Tunnel Boring Machine – Cell 3 Gantry Assembly
- South Portal Tri-Cell – TBM Pre-Assembly
- South Portal Tri-Cell – Thrust Frame Spreader Beam

North Island

- North Island – Soil Treatment – Field Test Program
- North Island – Break-in/Break-out Phase 1 and 2 – Jet Grout
- North Island – Rectilinear Section – Capping Beams
- North Island – Rectilinear Section – Jet Grout
- North Island – Rectilinear Section – Support of Excavation
- North Island – Rectilinear Section – Construction
- North Portal Construction
- North Island – Ventilation Building – Phase 2 Cell 1 – Construction

Roadway and Land Bridges

- Segment 3b Phase 1 – Willoughby Spit Roadway and Storm Drainage
- Segment 3b Phase 2 – Willoughby Spit PV Drains/Ground Improvement, Drainage and Roadway
- Segment 3b Phase 2 – Willoughby Spit – RW302, RW312, RW306, and RW313
- Segment 3b Phase 3A – Willoughby Spit Roadway and Storm Drainage
- Segment 3b Phase 4 – Willoughby Spit Permanent Barrier Wall
- Segment 3d Phase 1 – Willoughby Bridge to Mason Creek Median Widening

- Segment 3d Phase 2A – Willoughby Bridge to Mason Creek Roadway
- Segment 3d Phase 2A – Willoughby Bridge to Mason Creek RW315
- Segment 3d Phase 3 – Willoughby Bridge to Mason Creek Roadway and Storm Drainage
- Segment 4 Phase 3 – Norfolk to Navy Median Widening and Storm Drainage
- Segment 4 Phase 3A – Norfolk to Navy Median Widening
- Segment 4 Phase 3A – Norfolk to Navy Median RW408
- Segment 4 Phase 4 – Norfolk to Navy Roadway and Storm Drainage
- Mallory Bridge Phase 1 – RW103A, RW02, and RW105A
- Mallory Bridge Phase 1 – Abutment B and Superstructure Construction
- Mallory Bridge Phase 2 – Demolition
- Mallory Bridge Phase 2 – RW103B and RW105B
- 13th Ave (Bayville) – Ramp C and F
- 13th Ave (Bayville) – Eastbound Abutment A Construction
- Willoughby Bridge – Eastbound Lighting and Abutment A Construction
- Willoughby Bridge Stage 1 Phase 2 – Eastbound Superstructure Construction
- Willoughby Bridge Stage 1 Phase 3A – Westbound Superstructure Unit 5 Construction
- Willoughby Bridge – Westbound North Temporary Trestle
- 4th View – Ramp H and Ramp I
- Bay Avenue Bridge – Westbound Substructure and Superstructure Construction
- Patrol Road Bridge – Eastbound Substructure and Superstructure Construction

Trestles

- South Island Expansion – Marine Works, Land Works, and Island Expansion
- South Trestle – Zone 3 Substructure and Superstructure Construction
- South Trestle – Zone 5 Superstructure Construction
- South Trestle – Zone 7 Substructure and Superstructure Construction
- South Trestle – Zone 8 Substructure and Superstructure Construction
- South Trestle – Zone 9 Substructure and Superstructure Construction
- South Trestle – Existing Trestle Demolition

Commissioning and Integration

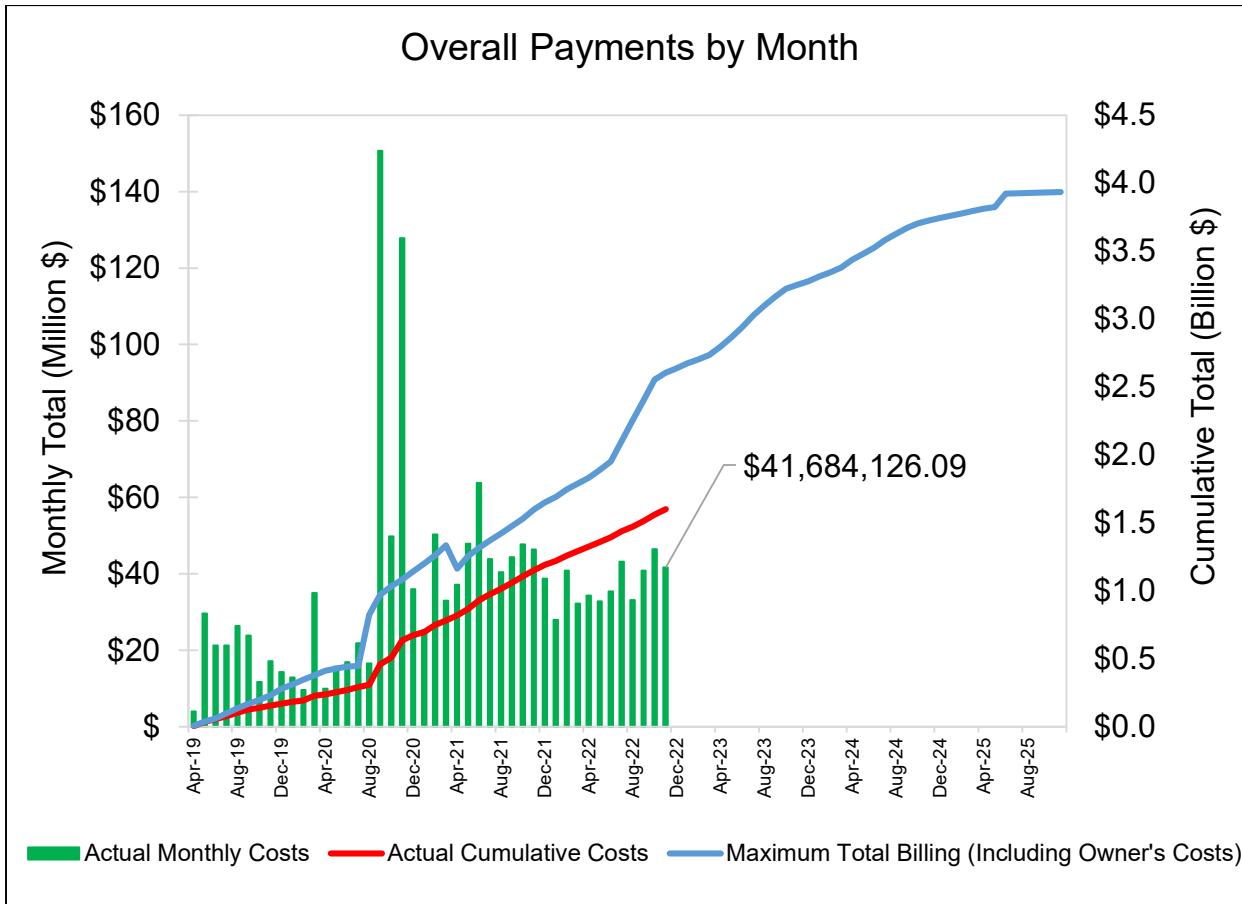
- General Purpose Tunnel – Low Point Pump Station Drainage
- General Purpose Tunnel – Fire Suppression and Detection
- General Purpose Tunnel – Booster Fans
- General Purpose Tunnel – Lighting
- North Island Buildings – Functional Testing – Mechanical Pressurization
- South Island Buildings – Functional Testing – Electrical Medium Voltage/Low Voltage
- Commissioning – Operational Testing – General Purpose Fire System
- Commissioning – Operational Testing – General Purpose Medium Voltage/Low Voltage
- Commissioning – Operational Testing – General Purpose Drainage System

3. Project Budget

3.1 Overall Budget

The overall budget outlined in this report is based on the terms and conditions of Article 3 (Project Funding) in the Project Agreement for Funding and Administration (PAFA). The cost curve is based on Exhibit 6 of the Comprehensive Agreement (monthly maximum cumulative compensation amount).

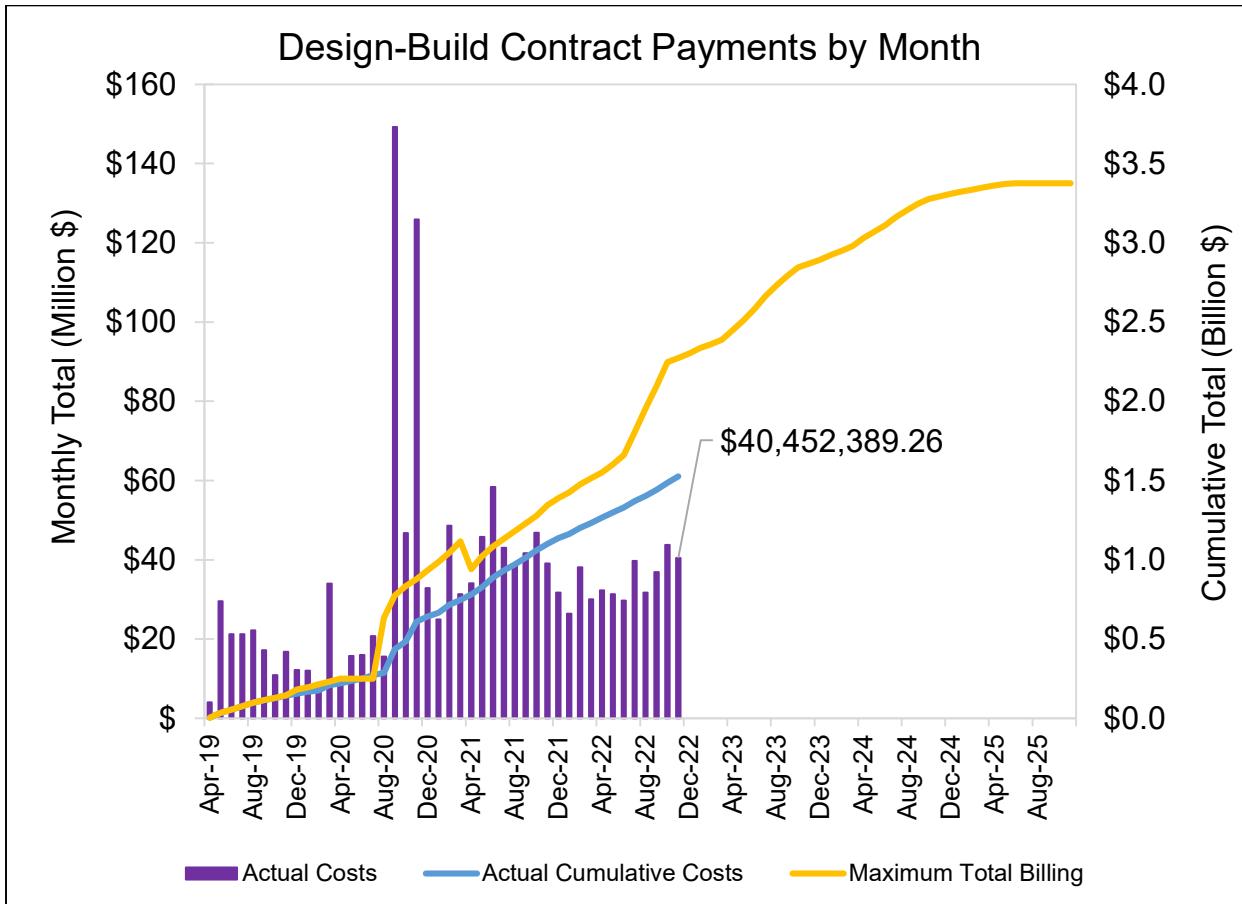
	Amount Spent this Period:	Total Spent to Date:	Original Total Budget:	Total Remaining Budget:	Percent Spent To-date:
Comprehensive Agreement					
<i>Construction</i>	\$40,452,389.26	\$1,506,316,191.26	\$3,299,997,227.00	\$1,793,681,035.74	45.65%
<i>Owner Costs</i>					
<i>Administration</i>	\$825,413.32	\$61,664,928.93	\$122,000,000.00	\$60,335,071.07	50.55%
<i>Right of Way</i>	\$21,785.38	\$8,674,190.10	\$15,000,000.00	\$6,325,809.90	57.83%
<i>No-Excuses Incentive</i>	\$0.00	\$0.00	\$90,000,000.00	\$90,000,000.00	0.00%
<i>Contingency</i>	\$214,666.21	\$22,383,450.17	\$335,000,000.00	\$312,616,549.83	6.68%
<i>Bridge Repair Work Option</i>	\$169,871.92	\$2,331,919.15	\$73,454,413.96	\$71,122,494.81	3.17%
Total	\$41,684,126.09	\$1,601,370,679.61	\$3,935,451,640.96	\$2,334,080,961.35	40.69%



*The Maximum Total Billing is now showing an adjustment in May 2021 due to the executed Change Order #40 – Update Maximum Cumulative Cost Curve

3.2 Design-Build Contract Cost Status

The budget and planned cost have been established based on the maximum cumulative compensation amount. For this period, the invoiced expenditures cover the activities noted in this report.



**The Maximum Total Billing is now showing an adjustment in May 2021 due to the executed Change Order #40 – Update Maximum Cumulative Cost Curve*

3.3 Budget by Funding Source

The budget for expenditures by funding source is based on the terms and conditions of Article 3 (Project Funding) and Exhibit 5 of the PAFA. This section outlines planned expenditures of both HRTAC and VDOT funds. The cost curve has been developed based on the monthly maximum cumulative compensation amount in the Comprehensive Agreement and will be updated as HRCP refines its design, construction means-and-methods, activity sequences, and project resourcing.

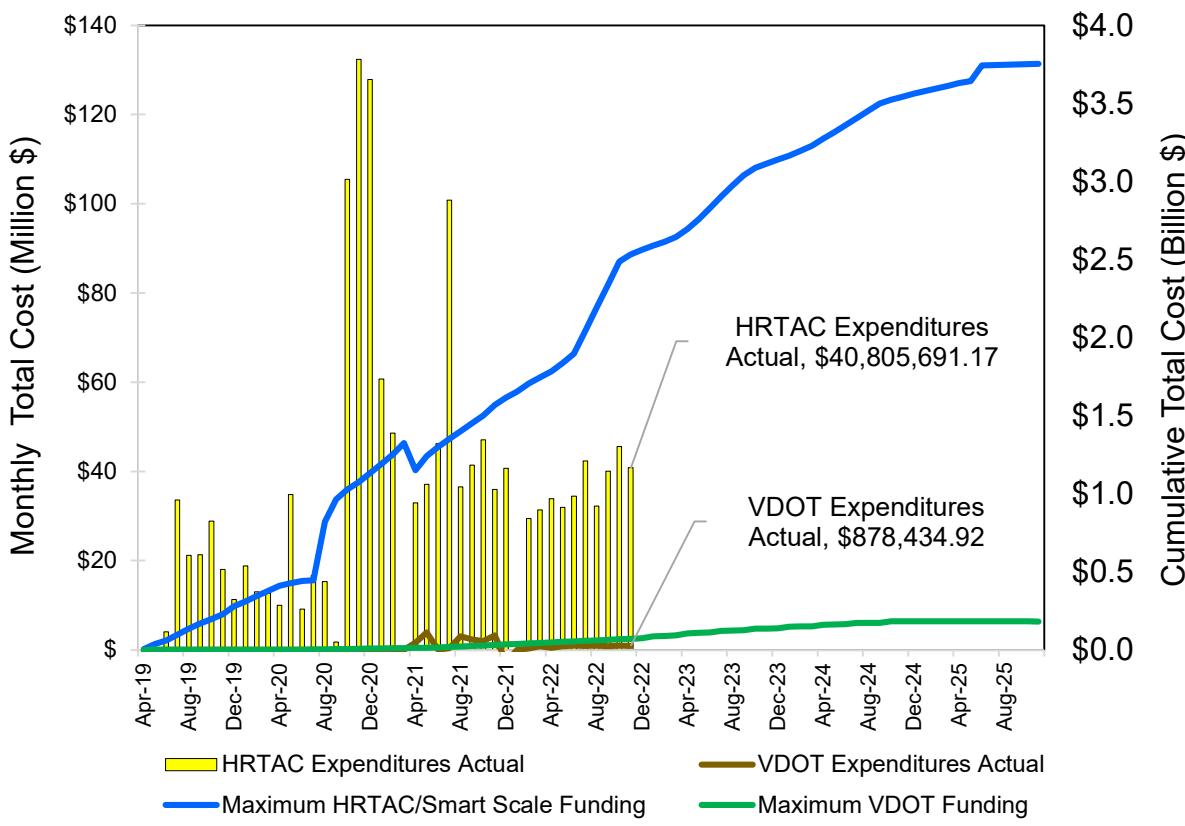
3.3.1 HRTAC and Smart Scale

	Amount Spent this Period:	Total Spent to Date:	Original Total Budget:	Total Remaining Budget:	Percent Spent To-date:
Comprehensive Agreement					
<i>Construction</i>	\$39,894,563.26	\$1,491,075,713.50	\$3,204,569,251.00	\$1,713,493,537.50	46.53%
Owner Costs					
<i>Administration</i>	\$674,676.32	\$60,007,679.93	\$118,472,054.00	\$58,464,374.07	50.65%
<i>Right of Way</i>	\$21,785.38	\$8,674,190.10	\$15,000,000.00	\$6,325,809.90	57.83%
<i>No-Excuses Incentive</i>	\$0.00	\$0.00	\$90,000,000.00	\$90,000,000.00	0.00%
<i>Contingency</i>	\$214,666.21	\$21,398,484.04	\$325,428,276.00	\$304,029,791.96	6.58%
Total	\$40,805,691.17	\$1,581,156,067.57	\$3,753,469,581.00	\$2,172,313,513.43	42.13%

3.3.2 VDOT

	Amount Spent this Period:	Total Spent to Date:	Original Total Budget:	Total Remaining Budget:	Percent Spent To-date:
Comprehensive Agreement					
<i>Construction</i>	\$557,826.00	\$15,240,477.76	\$95,427,976.00	\$80,187,498.24	15.97%
Owner Costs					
<i>Administration</i>	\$150,737.00	\$1,657,249.00	\$3,527,946.00	\$1,870,697.00	46.97%
<i>Right of Way</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>No-Excuses Incentive</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Contingency</i>	\$0.00	\$984,966.13	\$9,571,724.00	\$8,586,757.87	10.29%
<i>Bridge Repair Work Option</i>	\$169,871.92	\$2,331,919.15	\$73,454,413.96	\$71,122,494.81	3.17%
Total	\$878,434.92	\$20,214,612.04	\$181,982,059.96	\$161,767,447.92	11.11%

Overall Expenditures by Source



3.4 Contingency

3.4.1 Contract Changes

	Description	Date	Value	Time
CO-1	VDOT's Acquisition of Willoughby Staging Area	2/11/2020	\$ (3,000,000.00)	0 days
CO-2	Minor Revisions to Technical Requirements	3/18/2020	\$ -	0 days
CO-3	Tunnel Approach Structure Support of Excavation Requirements Refinement	4/28/2020	\$ -	0 days
CO-4	Dispute Resolution Board (DRB) Allowance	5/12/2020	\$ 200,000.00	0 days
CO-5	North Island Armor Stone Value Engineering Change Proposal (VECP)	4/28/2020	\$ (2,011,117.50)	0 days
CO-6	Exit Ramp at Bayville Avenue	5/29/2020	\$ 46,906.29	0 days
CO-7	Minor revisions to the Technical Requirements	7/16/2020	\$ -	0 days
CO-8	Zero Spread Drainage	9/16/2020	\$ 3,239,212.24	0 days
CO-9	Roadway and Bridge Scope Validation Issues	9/4/2020	\$ 15,516,248.00	0 days
CO-10	Slurry Walls as Permanent Structures	8/28/2020	\$ -	0 days
CO-12	Road and Bridge Lighting Requirements	8/27/2020	\$ 2,495,000.00	0 days
CO-13	Bridge Repair Work-Exercise Option	10/9/2020	\$ 73,454,413.96	0 days
CO-14	Trestle Barrier Form Liner Elimination	7/29/2020	\$ (99,571.80)	0 days
CO-15	South Island Ground Improvement Value Engineering Change Proposal (VECP)	9/17/2020	\$ (5,338,000.00)	0 days

CO-16	Navy Security Fencing Design	7/15/2021	\$ 150,000.00	0 days
CO-17	Westbound ITT Reduced Instrumentation	10/30/2020	\$ (184,277.50)	0 days
CO-18	Willoughby Bay Bridge Barriers	9/10/2020	\$ -	0 days
CO-19	GeoPak Version Software Updates	8/3/2020	\$ -	0 days
CO-21	Material Price Adjustment for Asphalt Materials	2/26/2021	\$ -	0 days
CO-22	South Island Asbestos Conduits	9/16/2020	\$ 81,973.93	0 days
CO-23	Island & Tunnel Baseline Monitoring Requirements	7/22/2020	\$ -	0 days
CO-24	Construction Water Supply	9/10/2020	\$ (609,157.27)	0 days
CO-25	Solids Handling Pumps Requirements	11/12/2020	\$ -	0 days
CO-26	Mass Notification Independent System Requirements	11/12/2020	\$ -	0 days
CO-27	Fixed Fire Fighting System Requirements	11/16/2020	\$ -	0 days
CO-28	HOT Lane Shoulder Width	3/29/2021	\$ 2,950,000.00	0 days
CO-30	Willoughby Bay Bridges Fender & Lighting Replacement	2/12/2021	\$ 1,495,000.00	0 days
CO-31	Builder's Risk Insurance	10/21/2021	\$ 1,500,000.00	0 days
CO-32	VCU Fisheries and SAV Mitigation Plan	4/16/2021	\$ (1,042,144.00)	0 days
CO-33	Tunnel Finishes Height	12/18/2020	\$ -	0 days
CO-38	H-Piles in Aggressive Soils	12/18/2020	\$ (47,541.00)	0 days
CO-39	Re-use of existing drainage pipes	4/20/2021	\$ (100,984.25)	0 days
CO-40	Update Maximum Cumulative Cost Curve	7/15/2021	\$ -	0 days
CO-41	Wetland Mitigation Costs	4/26/2021	\$ 3,503,400.00	0 days
CO-42	Navy Gate 22 Drainage Design and Construction	8/19/2022	\$ 1,524,940.16	0 days
CO-43	Hybrid Trestle Beam Design	7/2/2021	\$ -	0 days
CO-44	SCADA Control of Deluge Valves	7/27/2021	\$ -	0 days
CO-45	HRCP Project Executive/Representative Change	5/24/2021	\$ -	0 days
CO-46	Tunnel Sprinkler Heads Material Change	7/28/2021	\$ -	0 days
CO-47	Evans Street Approach Slab Settlement Repair	6/22/2022	\$ 34,082.83	0 days
CO-48	Scope Reduction – City of Hampton	8/24/2022	\$ (6,072,941.31)	0 days
CO-49	HRCP Senior Representative Change	7/2/2021	\$ -	0 days
CO-50	Change in Precast Form Tolerance & Change in Curing Methods	1/10/2022	\$ -	0 days
CO-53	Sound Wall Quantity Reconciliation	12/6/2021	\$ (16,561,217.63)	0 days
CO-54	4th View Interchange Design and Construction Drainage	8/17/2022	\$ 984,598.45	0 days
CO-55	HREL Overlap Scope Change in Norfolk-Proposal Costs	8/12/2022	\$ 157,237.34	0 days
CO-56	Building Code Changes - Design	10/21/2022	\$ 2,186,150.00	0 days
CO-57	Design-Builder's Senior and Representative Changes	1/11/2022	\$ -	0 days
CO-59	Fisheries and SAV Mitigation Plan - VCU	6/16/2022	\$ (70,238.22)	0 days
CO-60	Navy Fence (remaining design costs)	8/17/2022	\$ 180,142.36	0 days
CO-62	SIP Forms for Marine Bridges	6/28/2022	\$ -	0 days
CO-64	Tolling Infrastructure Proposal Costs	10/21/2022	\$ 645,242.40	0 days
		TOTAL	\$ 75,207,357.48	0 days

3.4.2 Material Price Adjustments

This progress period included the following material price adjustments:

Material	Current Amount	Total to Date	Material Price Adjustment Through
Asphalt	\$ 1,532.85	\$ 23,703.86	September 2022
Fuel	\$ 40,205.01	\$ 151,453.52	September 2022
Steel	\$ 140,315.84	\$ 1,365,043.30	May 2022

4. Environmental

The following environmental management activities occurred during this reporting period:

Permits:

- HRCP received all agency approvals for JPA permit modifications #1-8.
- DEQ issued final approval of HRCP's requested modification to the Virginia Pollutant Discharge Elimination System (VPDES) permit.
- DEQ is continuing to review the air permit application for the South Island concrete plant.
- HRCP held a quarterly status meeting to inform the regulatory agencies of construction progress over the past three months on November 9, 2022.
- HRCP held a pre-modification request meeting with the regulatory agencies to introduce permit modification request #9 on November 17, 2022.

Marine Mammal Protection:

- No new activities.

Bird Mitigation:

- No new activities.

Programmatic Agreement:

- No new activities.

Archeological Discoveries:

- No new discoveries.

5. Construction

The figure below illustrates a map of the project corridor. The project is further categorized into four construction areas.

- Construction Area 1 is composed of landside road work.
- Construction Area 2 is composed of marine work, including the North Trestle, South Trestle, and island expansions.
- Construction Area 3 is composed of tunnel and island site work.
- Construction Area 4 is composed of landside road and bridge work.



5.1 Construction Area 1: Landside Roadways

I-64 (Segment 1):

- Drainage installation along I-64 eastbound exterior near inspection station in Hampton.
- Began excavation for retaining wall 103A.
- Began and completed excavation and grade for Blue Crab Substation retaining wall 02.

I-64 (Segment 3):

- Drainage installation along I-64 eastbound off ramp at 4th View St.
- Continued installation of embankment between 4th View St. and Mason Creek Rd. for eastbound widening.
- Completed temporary barrier installation for WB Phase 1 traffic shift from 13th View Bridge to Ocean View off-ramp.
- Completed drainage jack and bore underneath I-64 EB on and off ramps at Bayville St.

I-64 (Segment 4):

- Completed installation of retaining wall 401 panels between Mason Creek Rd. and 1st View St. for eastbound widening.
- Continued installing wall posts and panels for sound wall 4-6 between Bay Ave. and Evans St. for eastbound widening.



► I-64 EB (Segment 1)

Foundation undercut at Blue Crab Substation retaining wall 02.

5.2 Construction Area 2: Marine Trestle Work

North Trestle:

- **Eastbound MOT Trestle**
 - Completed pile driving.
 - Completed cap placement.
- **Eastbound Trestle**
 - 3 piles driven during this period (192 out of 254 total piles driven).
 - 34 beams placed during this period (157 out of 296 total beams placed).
 - 2 decks placed during this period (7.5 out of 36 total decks placed).

South Trestle:

- **Eastbound MOT Trestle**
 - 6 piles driven during this period (114 out of 118 total piles driven).
 - 3 caps placed during this period (23 out of 26 total caps/footers placed).
 - 9 beams placed during this period (77 out of 95 total beams placed).
- **Westbound MOT Trestle**
 - 5 piles driven during this period (45 out of 109 total piles driven).
- **Permanent Trestle**
 - 7 caps placed during this period (13.5 out of 70 total caps placed).

South Island Expansion:

- **Cell 1 Cofferdam**
 - 18 pipe piles driven during this period (18 out of 46 total piles driven).
 - 15 sheet piles driven during this period (15 out of 50 total piles driven).



► **South Island Expansion**
Cell 1 Cofferdam pipe pile
installation

5.3 Construction Area 3: Tunnels and Islands

South Island:

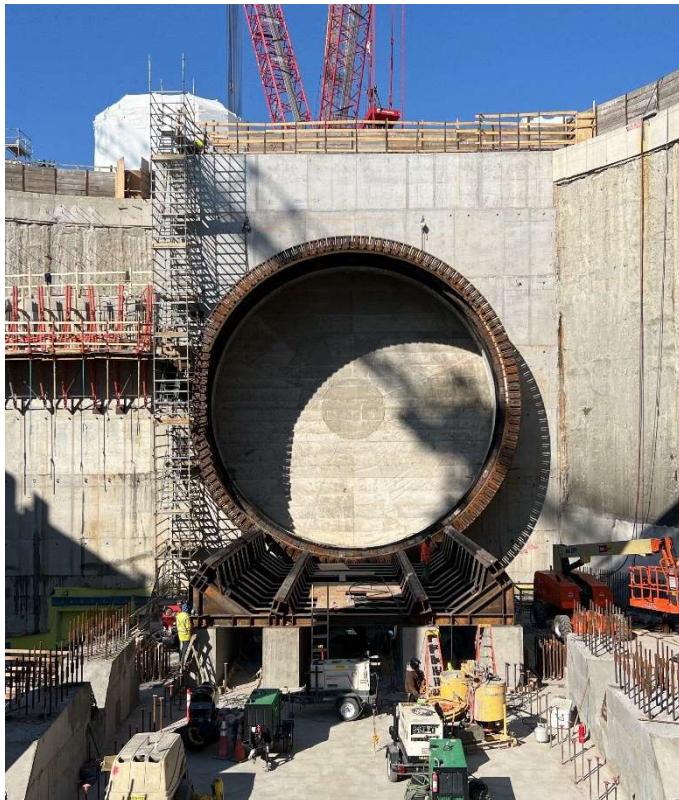
- 88% complete for jet grouting operations at tunnel approach plug.
- 67% complete for launching pit base slab.
- 96% complete for High Occupancy Toll headwall installation.
- 72% complete for General Purpose headwall installation.
- 99% complete for waterproofing installation for launching pit base slab.
- 9% complete for waterproofing on the launching pit walls.

North Island:

- 39% complete for capping beams.
- Continued field trial program for jet grouting.
- Installed instrumentation and dewatering wells in preparation for receiving pit excavation.

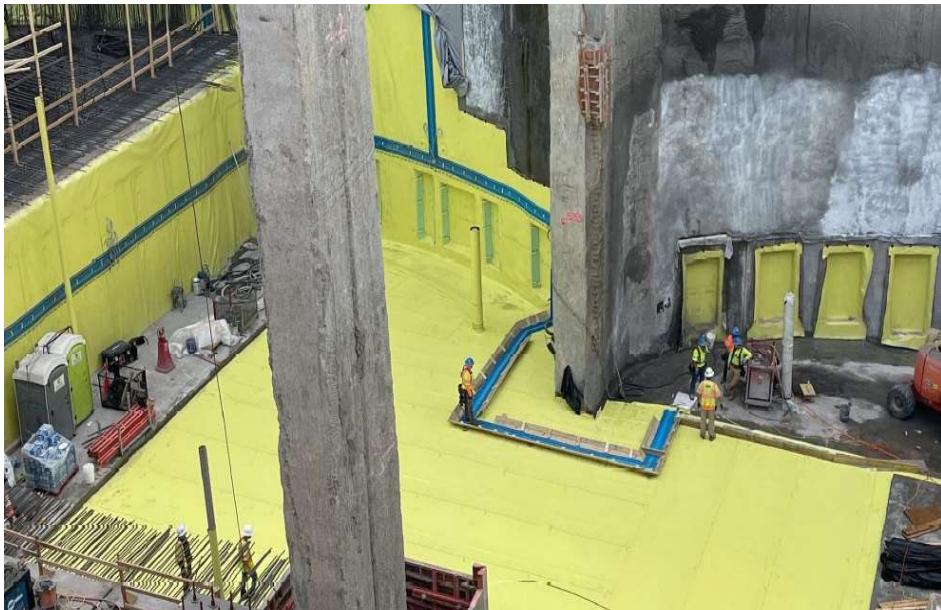
Tunnel:

- 40% complete for precast tunnel segment liner production.
- 75% complete for assembly of de-sanding unit for slurry treatment plant.
- Completed TBM shield cradle installation at Cell 1 launching pit.
- Delivery of TBM shield parts to South Island.
- Installation of gantry tracks in launching pit Cell 2 to allow for shifting of gantry #1 into launching pit Cell 2.
- Installation of thrust frame anchors in launching pit Cell 1.



► South Island

Installation of cradle supports to enable TBM shield assembly



◀ South Island

Waterproofing membrane installation in Cell 1 and Cell 2

Total Segments Required:	Conforming Segments Cast To-Date:	Percentage Complete:
21,492	8,572	40%

5.4 Construction Area 4: Landside Bridges

Mallory St Bridge:

- Completed median pier shoring tower.

Willoughby Bay Bridge:

- Continued placing cap pedestal concrete for eastbound widening.
- Continued installation of precast girders for eastbound widening (37 out of 80 total spans installed).
- Continued demolition of existing parapet and deck overhang for eastbound widening.
- Continued repair/rehabilitation of existing eastbound bridge.

Mason Creek Road Bridge:

- Completed Abutment A footing construction for eastbound widening (1.5 out of 2 total abutments compete).
- Began platform installations for eastbound and westbound bridges.

1st View Street Bridge:

- Began and completed pile driving operations at Pier 1 and Abutment B for eastbound widening (27 out of 36 total piles driven).

Bay Avenue Bridge:

- Placed caps at Bents 5, 7, 8, and 10 for eastbound widening (16.5 out of 34 total caps placed).

- Completed Spans 41 and 42 deck concrete placements for eastbound widening (7 out of 42 total decks placed).
- Continued installation of bridge deck reinforcing steel and edge forms for eastbound widening.
- Began repair/rehabilitation of existing eastbound bridge.

Evans Street Bridge:

- Continued protective coating application for existing eastbound bridge.
- Completed protective coating application for existing westbound bridge.

Bayview Boulevard Bridge:

- Continued repair/rehabilitation of existing eastbound and westbound bridges.

Oastes Creek Bridge:

- Continued installation of stay-in-place deck forms and overhangs for eastbound widening.
- Continued demolition of existing pile jackets for eastbound and westbound bridges.



► **Bay Ave. Bridge**
Span 41 deck concrete placement with cold-weather protection

6. Operations

Operations activities include shoulder and lane closures, creation and maintenance of Intelligent Transportation System (ITS) architecture, other maintenance within the corridor, coordination with existing VDOT Operations, and communication with the Hampton Roads Harbor Tunnels (HRHT) facility staff. The following operations activities occurred during this reporting period:

Short-Term Lane Closures:

- Willoughby Bay Bridge, North Trestle, and South Trestle eastbound to facilitate ongoing concrete placement for piles, caps, and decks.
- Willoughby Bay Bridge, North Trestle, and South Trestle eastbound for beam placements.
- South Trestle for parapet demolition.
- Willoughby Bay Bridge and South Trestle for temporary lighting installation.
- Striping maintenance throughout the project corridor.
- Slow roll of I-64 eastbound and westbound near Willoughby to support underdrain installation.

Long-Term Lane Closures:

- Bay Ave. in Norfolk to facilitate access to staging area for widening Oastes Creek Bridge.
- Bayview Blvd. in Norfolk and Mallory St. in Hampton to facilitate bridge widening.
- West Ocean Ave. in Norfolk traffic shift to facilitate bridge widening.

Hampton Lane Shifts:

- No new activities.

Norfolk Lane Shifts:

- No new activities.

Detours:

- Long-term detour at West Evans St. to facilitate bridge widening.
- Nightly detours on West Bay Ave. eastbound on-ramps for bridge widening work.
- Long-term detour at Mason Creek Rd. to facilitate bridge widening.

Intelligent Transportation System (ITS):

- Began preparatory works for installation of temporary lane-use signal overhead truss structures at the Mallory and Willoughby inspection stations.
- Installation of ITS conduit on the South Trestle.

Routine Maintenance:

- HRCP performed routine incident management and maintenance operations within the corridor, including pavement repairs at several bridge approaches within the corridor.

7. Quality

Quality updates for this reporting period include:

Construction Quality Management Plan (CQMP) Updates:

- VDOT reviews these updates as part of final “Released for Construction” (RFC) design packages and “Notice of Design Change” (NDC) packages. There were 2 NDC updates reviewed this period. These updates included specific testing and inspection plans for the work shown in the corresponding RFC plans and a staffing matrix showing quality assurance and quality control staffing for the work.

Independent Assurance (IA) Testing Activities:

- VDOT continues to monitor HRCP’s QA and QC material testing. VDOT also performed Independent Testing and Verification Testing on materials in accordance with VDOT requirements and coordinated with VDOT Materials Department for shop inspections as required. This testing included oversight of the HRCP precast yard in Chesapeake and Technopref’s precast yard in Cape Charles producing the tunnel lining segments.

Quality Management System Plan (QMSP):

- VDOT continues to engage HRCP in discussions on HRCP’s implementation of their QMSP and the effectiveness of the plan, which is updated quarterly.

Quarterly Updates of Quality Plans:

- HRCP resubmitted the quarterly updates of the Quality Management System Plan (QMSP), Construction Quality Management Plan (CQMP), and the Design Quality Management Plan (DQMP) for the third quarter of 2022. VDOT completed the review and returned the DQMP as approved, and the QMSP and CQMP as Revise and Resubmit.
- HRCP continues to update its Tunnel Quality Plan and address VDOT’s comments. VDOT previously reviewed Update 4 and returned the plan to HRCP to revise and resubmit.

Material Book Records:

- VDOT conducted a monthly review of the current records, and HRCP is responding to audit comments provided by VDOT. Review of the Material Book records includes confirming that HRCP is completing the proper documentation for Buy America compliance. VDOT has completed the full audit of nine volumes of Material Book records.

Routine Quality Activities:

- VDOT’s quality team conducted reviews of written deficiency notices (WDNs), non-conformance reports (NCRs), root cause analyses and dispositions of deficiencies. The VDOT Team reviewed 42 NCR’s for concurrence during this period. VDOT conducted reviews of QA and QC records for accuracy and quality issues and coordinated documentation reviews through VDOT’s Material Department. VDOT also continues a review of current construction quality by performing inspections based on VDOT’s Construction Quality Improvement Program (CQIP).

8. Safety

Safety procedures and activities during this reporting period include:

COVID-19 Update:

- VDOT and HRCP continue to follow latest CDC guidelines regarding COVID-19.

Safety Site Visits:

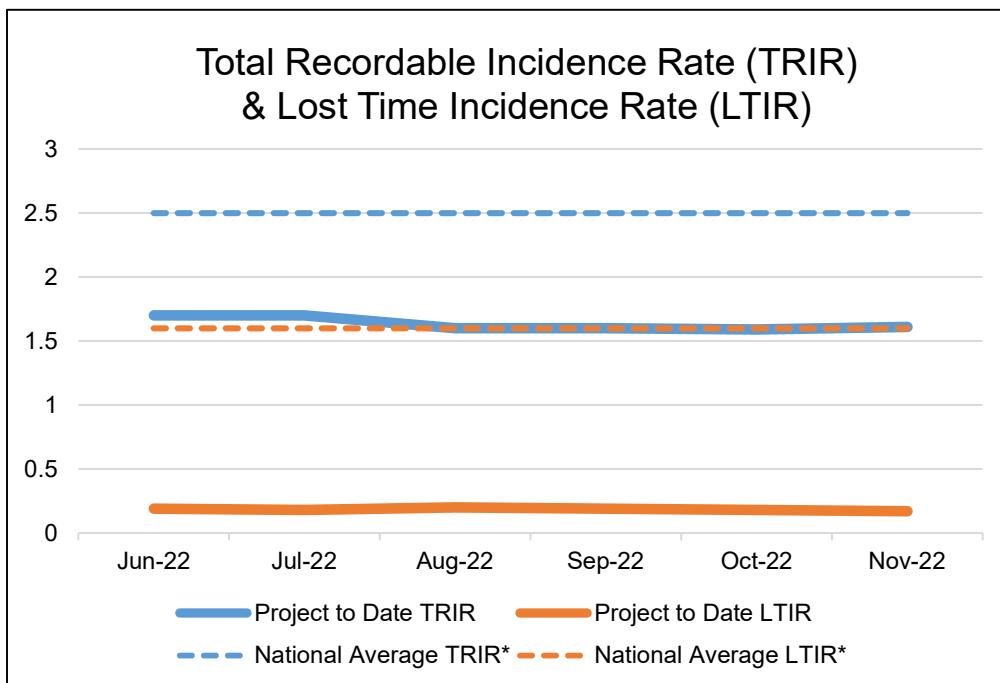
- VDOT continued to conduct routine visits to promote safe work practices throughout the project.

Emergency Response Planning:

- VDOT and HRCP continue collaboration on emergency response planning.

Safety Performance Indicators:

- The following safety performance indicator information is provided by HRCP and is current as of October 31, 2022:



**National averages are from the Bureau of Labor Statistics, US Department of Labor – 2020 Data for Construction Industry, Published November 3, 2021.*

9. Civil Rights & DBE/SWaM Business Opportunities

To date, HRCP awarded **323** subcontracts, subconsultant agreements and purchase orders to certified DBE/SWaM firms. There was a slight increase in contract awards for a total of **\$492.4 million** due to change orders issued to active DBE/SWaM firms on the project. Eighty-one percent (81%) of DBE/SWaM firms are based in Virginia.

Compliance Activities:

- HRCP and VDOT Civil Rights Work Group met on November 15, 2022 for the monthly project and compliance update, which provided an opportunity to discuss the scheduled EEO Contractor Review, prompt payment compliance, and the proposed DBE/SWaM outreach event planned for December 2022.

Workforce Development Activities:

- HRCP continued to make progress towards the 80 participant On-the-Job Training (OJT) contract goal. To date, 26 candidates have completed all required training hours to graduate from the OJT program.
- Employment opportunities were shared at the Hampton Roads Workforce Council's Hampton Roads Fall Career Fair on October 25, 2022.

Business Development Activities:

- VDOT met with HRCP on November 16, 2022 to discuss potential procurement opportunities related to pit/spoils hauling, building construction, and trestle demolition and to discuss upcoming business outreach events within the Hampton Roads region or hosted by our resource partners.
- During this reporting period, other business development and outreach activities included:
 - November 1, 2022 – USDOT Small Business Transportation Resource Center's Regional Transportation Symposium
 - November 9, 2022 – Virginia Asian Chamber of Commerce, 2022 ProcureCon NOVA Buyer Showcase
 - November 10, 2022 – City of Virginia Beach, Minority Business Council's Conference and Expo
 - November 10-12, 2022 – Black Brand's Diamond Weekend
 - November 17, 2022 – Christopher Newport University's SWaM Fair

10. Public Outreach & Media

The following public outreach and project media activities occurred in this period:

Public Outreach

- October 26-28, 2022 – Governor's Transportation Conference, Virginia Beach Conference Center
 - Project Team hosted a booth for three days at the Conference
 - October 26 – Project Site Tour for Commonwealth Transportation Board
 - October 27 – Presentation to attendees of Governor's Transportation Conference
 - October 27 – Project Site Tour for members of Virginia House of Delegates and Senate
- November 2, 2022 – Presentation to LEAD Peninsula
- November 15, 2022 – Presentation to Kecoughtan High School (STEM Outreach), 107 students in attendance
- November 17, 2022 – Presentation to NASA Langley Contractor Steering Committee
- November 18, 2022 – Presentation to Old Dominion University senior engineering class

Public Materials

- Tunneling progress infographic released
- Fall project update video released (6-minute overview of project shown to site visitors)

Lane Closures/Advisories

- October 28, 2022 – Weekly Lane Closure Report
- November 4, 2022 – Weekly Lane Closure Report
- November 10, 2022 – Weekly Lane Closure Report
- November 18, 2022 – Weekly Lane Closure Report

Media

- Photos on site with Virginia Business (Feature: "Top People to Meet in Hampton Roads")



Visit our website to view more information:

www.hrbtexpansion.org



MAJOR PROJECTS IN CONSTRUCTION

I-64 Peninsula Widening- Segment I	Construction Completed
I-64 Peninsula Widening- Segment II	Construction Completed
I-64 Peninsula Widening- Segment III	Construction Completed
I-64/I-264- Phase I	Construction Completed
I-64/I-264- Phase II	In Construction
I-64 Southside Widening and High Rise Bridge Phase I	In Construction
HREL Segment 2B (Chesapeake)	Construction Completed

I-64 Peninsula Widening- Segment I**UPC 104905 (HRTAC)**
UPC 111926 (State / Federal)**Project Scope:**

From 0.52 miles east of Yorktown Road/Rte 238 (Exit 247) to 1.55 miles west of Jefferson Ave/Rte 143 (Exit 255) (6.1 miles)

- Additional 12' wide travel lanes and 12' wide shoulders within the existing median space
- Replacement of the Industrial Park Drive bridges, and repair and widening of 4 bridges and 2 major culverts
- Strengthened shoulder lane from Ft Eustis Blvd Interchange to Jefferson Avenue Interchange

Project Financial Summary:

<u>Project Budget (\$114,000,000):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 2,738,567	\$ 2,738,567	\$ 0
○ RW \$ 32,494	\$ 32,494	\$ 0
○ CN \$ 111,228,939	<u>\$ 108,837,323</u>	<u>\$ 0</u>
	\$ 111,608,384	

Project Schedule:

Notice To Proceed (NTP)	March 2015
Project Completion	December 2017
Schedule Status	Completed

Enabling Funding

HRTAC	\$ 11,608,384
State/Federal	<u>\$ 100,000,000</u>
	\$ 111,608,384

Project Status:

- Completion achieved on December 1, 2017

**Project Site (Looking West from Denbigh)**

I-64 Peninsula Widening- Segment II**UPC 106665 (HRTAC)****Project Scope:**

From 1.05 miles west of Hummelsine Parkway/Marquis Center Pkwy/Rte 199 (Exit 242) to where the Segment I project ends at 0.54 miles east of Yorktown Road/Rte 238 (Exit 247) (7.1 miles)

- Additional 12' wide travel lanes and 12' wide shoulders within the existing median space
- Repair and widening of 9 bridges and 6 major culverts
- Reconstruction of existing roadway

Project Financial Summary:

<u>Project Budget (\$175,832,897):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 6,000,000	\$ 2,869,659	\$ 0
○ RW \$ 1,511,548	\$ 530,122	\$ 0
○ CN \$ 168,321,349	<u>\$ 156,159,922</u> \$ 159,559,703	\$ 0

Project Schedule:

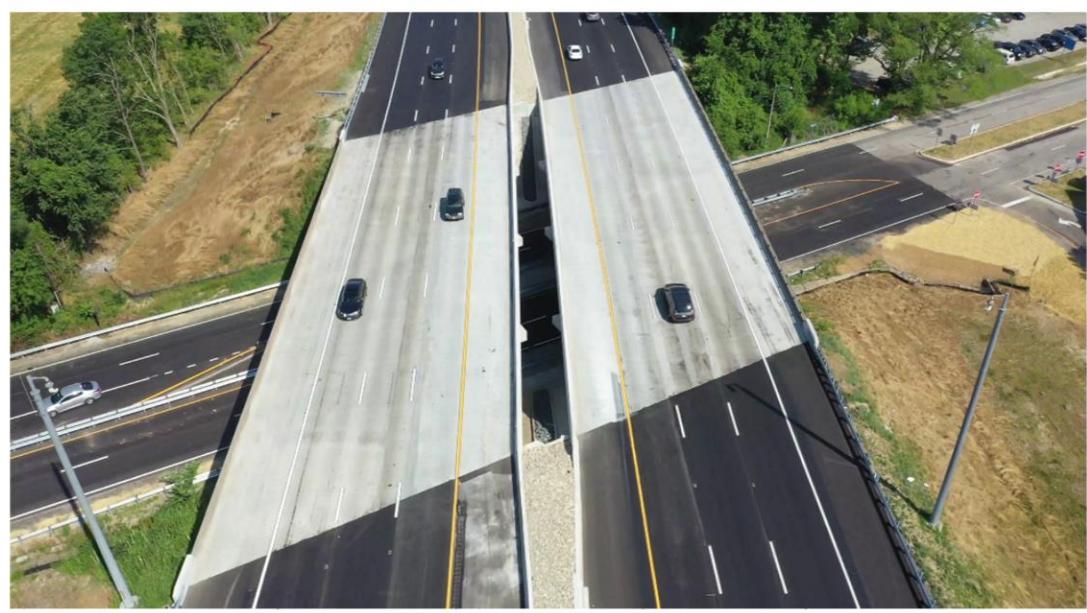
Notice To Proceed	February 2016
Project Completion	May 2019
Schedule Status	Completed

Enabling Funding

HRTAC	\$ 175,832,897
State/Federal	\$ _____.
	\$ 175,832,897

Project Status:

- In final contract close out

**Project Site (Looking West from the Yorktown Road overpass)**

I-64 Peninsula Widening- Segment III**UPC 106689 (HRTAC)**
UPC 109790 (State / Federal)**Project Scope:**

From approximately 1.26 miles West of Rte 199/Lightfoot (Exit 234) to where the Segment II project ends at 1.05 miles west of Hummelsine Parkway/Marquis Center Pkwy /Rte 199 (Exit 242) (8.36 miles)

- Additional 12' wide travel lanes and 12' wide shoulders within the existing median space
- Replacement of the two Queen's Creek bridges, repair and widening of 4 bridges, 3 major culverts
- Reconstruction of existing mainline roadway

Project Financial Summary:

<u>Project Budget (\$244,045,973):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 10,000,000	\$ 5,758,517	\$ 0
○ RW \$ 12,000,000	\$ 900,915	\$ 0
○ CN \$ 222,045,973	<u>\$198,010,227</u>	<u>\$ 0</u>
	\$204,669,659	

Project Schedule:

Notice To Proceed	January 2018
Project Completion	December 2021*
Schedule Status	Completed

Enabling Funding

HRTAC	\$ 122,893,996
State/Federal	<u>\$ 121,151,977</u>
	\$ 244,045,973

*The Project Fixed Completion Date was extended from September to December 2021 to accommodate the additional required sound wall installation.

Project Status:

- In final contract close out

**I-64 traffic at the Barlow Road overpass (looking west)**

I-64/I-264- Phase I**UPC 108042 (HRTAC)**
UPC 57048 (State / Federal)**Project Scope:**

From the I-64 Twin Bridges to the I-264/Newtown Road Interchange

- Widening westbound I-64 by adding a second exit lane from Twin Bridges to the I-64/I-264 interchange
- Introducing a new two lane Collector-Distributor (C-D) roadway from I-64 to the Newtown Road interchange
- Constructing a new two-lane flyover ramp from westbound I-64 tying into the existing eastbound I-264 C-D road

Project Financial Summary:

<u>Project Budget (\$158,730,023):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 10,135,307	\$ 10,135,307	\$ 0
○ RW \$ 11,571,063	\$ 20,458,115	\$ 8,887,052
○ CN \$ 137,023,653	<u>\$ 121,605,512</u>	<u>\$ 0</u>
	\$ 152,198,934	

Project Schedule:

Notice To Proceed	October 2016
Project Completion	October 2019
Schedule Status	Completed

<u>Enabling Funding</u>	
HRTAC	\$ 152,094,716
State/Federal	<u>\$ 6,635,307</u>
	\$ 158,730,023

Project Status:

- In final contract close out

**CD Road Bridge, 264 Flyover and Tidal Channel (low tide)**

I-64/I-264- Phase II**UPC 108041 (HRTAC)**
UPC 17630 (State / Federal)**Project Scope:**

From the I-264/Newtown Road Interchange to the I-264/Witchduck Road Interchange

- Extends the new C-D roadway from the Newtown Road interchange to the Witchduck Road interchange 43
- Reconfigure the Newtown Road and Witchduck Road interchange ramps south of I-264
- Constructing a new overpass that connects Greenwich Road south side of I-264 and Cleveland north of I-264

Project Financial Summary:

<u>Project Budget (\$194,503,887):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 14,082,810	\$ 14,082,810	\$ 0
○ RW \$ 54,392,666	\$ 55,995,471	\$1,602,805
○ CN \$ 126,028,411	<u>\$ 127,885,639</u>	<u>\$1,857,228</u>
	\$ 197,963,920	

Project Schedule:

Notice to Proceed	February 2018
Project Completion	November 2022*
Schedule Status	Completed

*The Project Fixed Completion Date was extended from September 2021 to November 2022 due to additional scope and differing site conditions.

Project Status:

- In final contract close out

Enabling Funding

HRTAC	\$ 127,749,638
State/Federal	<u>\$ 66,754,249</u>
	\$ 194,503,887

**I-264 EB Looking towards Witchduck – All Lanes Open****I-264 EB Looking towards Newtown – All Lanes Open**

I-64 Southside Widening and High Rise Bridge - Phase I

UPC 106692 (HRTAC)
UPC 108990 (State / Federal)

Project Scope:

From approximately the I-64/264/664 Interchange at Bowers Hill and extending to the I-64/464 Interchange in Chesapeake

- Widening from 4 to 6 lanes
- Constructing a new High Rise Bridge parallel to and to the South of the existing High Rise Bridge

Project Financial Summary:

<u>Project Budget (\$524,613,765):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 12,200,000	\$ 12,189,268	\$ 0
○ RW \$ 18,726,000	\$ 10,962,153	\$ 0
○ CN \$ 493,687,765	<u>\$ 424,191,042</u>	<u>\$ 0</u>
	<u>\$ 447,342,463</u>	

Project Schedule:

Award	October 2017
Notice to Proceed	November 2017
Fixed Completion Date	December 2022 ⁽¹⁾
Projected Completion	April 2023 ⁽²⁾

<u>Enabling Funding</u>		
HRTAC	\$ 431,956,220	
State/Federal	<u>\$ 92,657,545</u>	
	<u>\$ 524,613,765</u>	

- (1) The Project Fixed Completion Date was extended to December 2022 to add roadway/drainage infrastructure for future Part-Time Shoulder Express Lanes.
- (2) The 10/1/22 schedule update from contractor shows a 110-day late completion (April 20, 2023)

Project Status:

- New HRB open to traffic. Median barrier removed from existing HRB
- Great Bridge Blvd Bridge – Bridge construction, MSE walls completed. Bridge open to traffic. Approach roadway and drainage continue. Old bridge demolition completed
- I-64 Bridge Widening over Military Highway, Yadkin Road, and Shell Road – substructures and superstructures completed
- Earthwork, drainage/stormwater, roadway fill, pavement, retaining walls, noise barriers, ITS, signing, median barriers, guardrail continue on all five roadway segments



Median Barrier removed from Old High Rise Bridge (Looking West)

BMP-7E at Battlefield Blvd. Loop, and I64WB Off-Ramp to Battlefield Blvd. and Noise Wall 15 (looking east)

HREL Segment 2B (Chesapeake)**UPC 112923****Project Scope:**

From the I-64/464 interchange to the I-64/264 interchange, 7.65 miles of an existing HOV lane is being converted into an Express Lane in each direction

- Includes concrete barriers and minor drainage improvement
- Includes tolling gantries, tolling equipment, signing, and overhead signage

Project Financial Summary:

<u>Project Budget (\$25,000,000):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 2,538,000	\$ 2,543,662	\$ 5,662
○ RW \$ 0	\$ 0	\$ 0
○ CN \$ 22,462,000	<u>\$ 21,872,530</u>	\$ 0
	\$ 24,416,192	

Project Schedule:

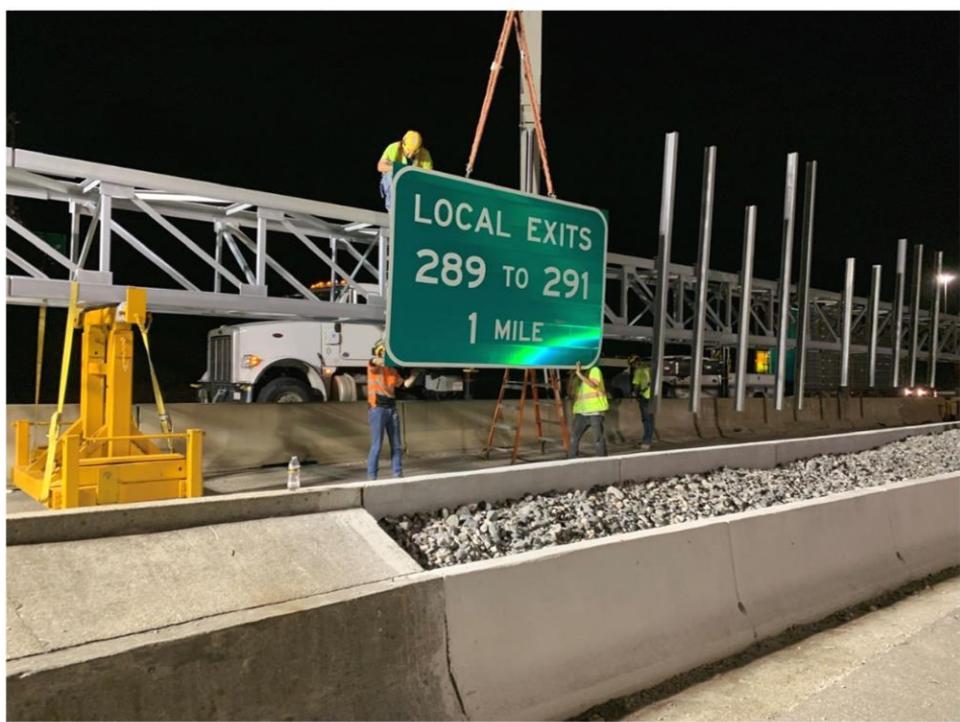
Award	September 20, 2020
Notice to Proceed	October 30, 2020
Project Completion	September 22, 2022
Schedule Status	Completed

Enabling Funding

TIFRA	\$ 25,000,000
State/Federal	\$ _____.
	\$ 25,000,000

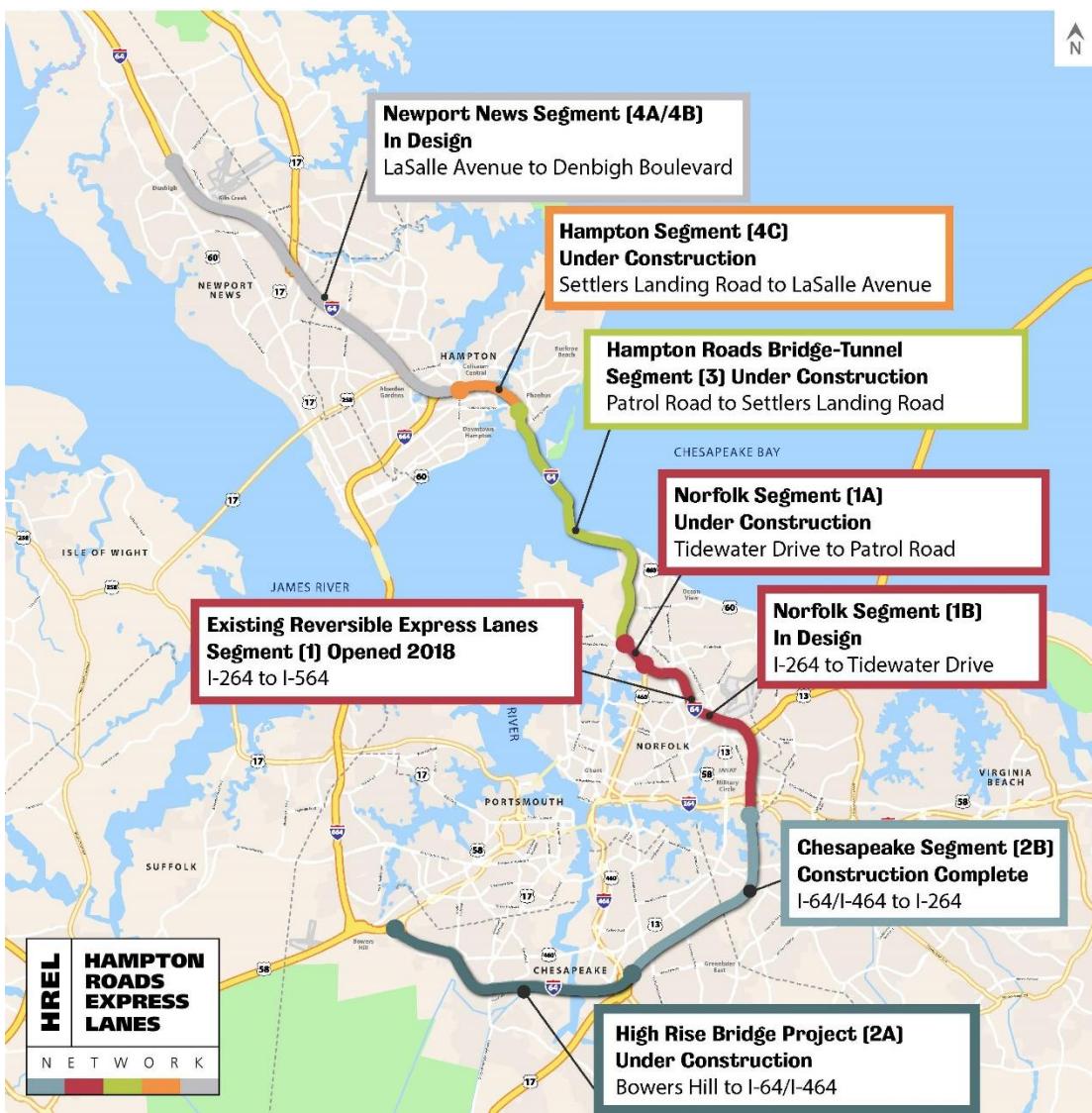
Project Status:

- In final contract close out

**Local Exit Sign for the Express Lanes**

HREL PROJECTS

HREL Segment 1A (Norfolk)	In Construction
HREL Segment 1B (Norfolk)	In Design
HREL Segment 4A/4B (Newport News)	In Design
HREL Segment 4C (Hampton)	In Construction



HREL Segment 1A (Norfolk)**UPC 117840 (HRTAC) Phase 1-PE**
UPC 119637**Project Scope:**

From Tidewater Drive to Patrol Road, an existing General Purpose shoulder will be converted into a Part Time Shoulder Express Lane in each direction

- Widening five bridges (EB/WB Tidewater Drive, EB Granby Street, EB I-564, and EB E. Little Creek Road)
- Rehabilitating/strengthening two miles of shoulder in each direction
- Widening roadway in spot locations to maintain minimum shoulder width
- Includes noise walls, tolling gantries, and overhead signing

Project Financial Summary:

<u>Project Budget (\$63,311,759):*</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 4,900,000*	\$ 7,745,814	\$ 2,845,814
○ RW \$ 500,000	\$ 0	\$ 0
○ CN \$ 57,911,759	\$ 0	\$ 0
	\$ 7,745,814	

*Note: The Project PE budget includes \$1,981,680 from the HRTAC funded UPC 117840 Phase 1-PE \$5,621,500 budget. Current SPA includes PE and RW only. CN will be added at award.

Project Schedule:

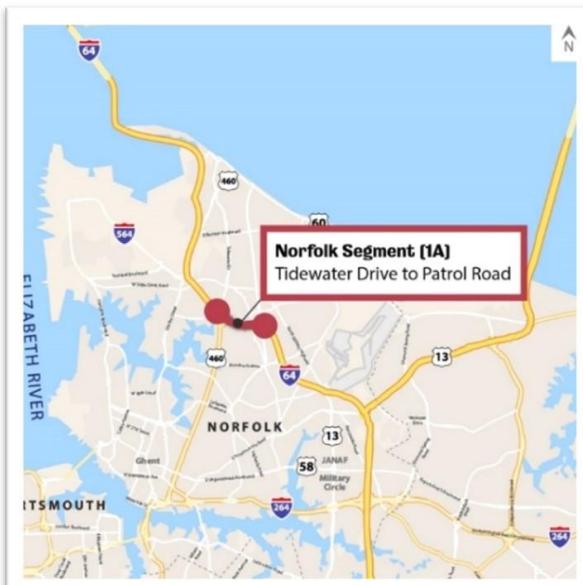
Request for Qualifications	January 20, 2022
Public Hearing	December 1 & 2, 2021
Request for Proposals	April 28, 2022
Notice to Proceed	November 21, 2022
Fixed Completion Date	December 31, 2025
Schedule Status	On-Schedule

Enabling Funding

HRTAC	\$ 63,311,759*
State/Federal	\$ 98,400,000
	\$ 161,711,759

Project Status:

- Price Proposals were opened on September 20, 2022
- Notice of Intent to Award was provided to the Contractor on October 26, 2022



HREL Segment 1B (Norfolk)

UPC 117840 (HRTAC) Phase 1-PE
UPC 120863

Project Scope:

From 1-264 to Tidewater Drive, an existing General Purpose shoulder will be converted into a Part Time Shoulder Express Lane in each direction

- Replacing two bridges (EB/WB Chesapeake Boulevard)
- Rehabilitating/strengthening seven miles of shoulder in each direction
- Widening roadway in spot locations to maintain minimum shoulder width
- Includes noise walls, tolling gantries, and overhead signing

Project Financial Summary:

<u>Project Budget (\$212,500,000):*</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 9,000,000*	\$ 822,636	\$ 0
○ RW \$ 500,000	\$ 0	\$ 0
○ CN \$ 203,000,000	\$ 0	\$ 0
	\$ 822,636	

* Note: The Project PE budget includes \$3,639,820 from the HRTAC funded UPC 117840 Phase 1-PE \$5,621,500 budget. Current SPA includes PE and RW only. CN will be added at award.

Project Schedule

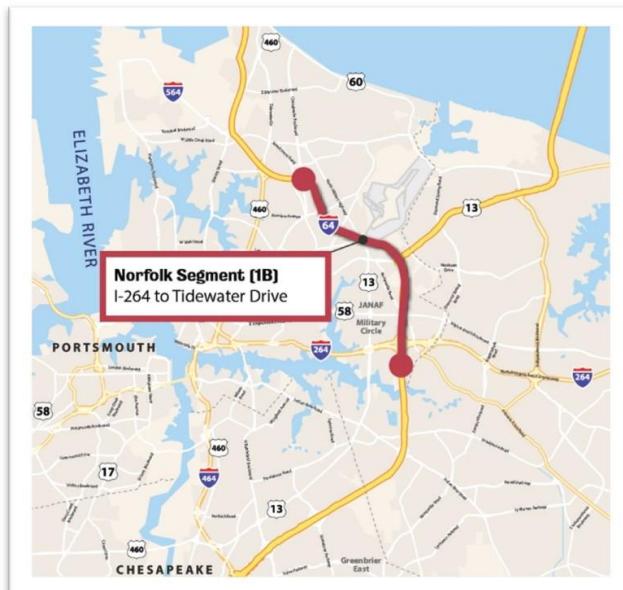
Request for Qualifications	Under Development
Public Hearing	December 1 & 2, 2021
Request for Proposals	TBD
Notice to Proceed	TBD
Fixed Completion Date	TBD
Schedule Status	On-Schedule

Enabling Funding

HRTAC	\$212,500,000*
State/Federal	\$ 61,400,000 \$273,900,000

Project Status:

- The preliminary design continues for the RFQ release for Segment 1B



HREL Segment 4A/4B (Newport News)

UPC 117839 (HRTAC) Phase 1-PE
UPC 119824

Project Scope:

From Jefferson Avenue in Newport News to Mercury Boulevard in Hampton, an existing HOV lane will be converted into an Express Lane in both directions. From Mercury Boulevard to LaSalle Avenue in Hampton, one Express Lane will be constructed in each direction. The total length of the project is 13.5 miles

- Replacing two bridges (EB/WB LaSalle Avenue)
- Rehabilitating one bridge (EB/WB Armistead Avenue)
- Includes tolling gantries, and overhead signage

Project Financial Summary:

<u>Project Budget (\$156,220,184):*</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 14,791,063*	\$ 7,305,402	\$ 0
○ RW \$ 2,200,000	\$ 0	\$ 0
○ CN \$ 139,229,121	<u>\$ 0</u>	<u>\$ 0</u>
	\$ 7,305,402	

* Note: The Project PE budget includes \$5,916,425 from the HRTAC funded UPC 117839 Phase 1-PE budget. Current SPA includes PE and RW only. CN will be added at award.

Project Schedule:

Public Hearing	September 29 & 30, 2021
Advertisement	May 14, 2024
Notice to Proceed	September 11, 2024
Fixed Completion Date	December 30, 2026
Schedule Status	On-Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 156,220,184*
State/Federal	\$ 21,000,000
	\$ 177,220,184

Project Status:

- Received Design Approval from Central Office on February 18, 2022
- Right of Way plan review completed February 28, 2022
- Technical design and plan production continues to progress
- Federal authorization received May 4, 2022
- Two Design Exceptions approved by FHWA on October 24, 2022



HREL Segment 4C (Hampton)**UPC 117841 (HRTAC) Phase 1- PE**
UPC 119638**Project Scope:**

From LaSalle Avenue to Settlers Landing Road, one Express Lane will be constructed, and one general purpose lane will be converted into an Express Lane in each direction for 2.5 miles

- Replacing two bridges (EB Hampton River) and rehabilitating one bridge (Rip Rap Road)
- Rehabilitating/widening three bridges (WB Hampton River, EB/WB King Street, EB/WB Settlers Landing Road)
- Widening 2.4 miles of EB and WB roadway
- Includes noise walls, tolling gantries, and overhead signage

Project Financial Summary:

<u>Project Budget (\$429,754,878):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 20,000,000	\$ 6,063,363	\$ 0
○ RW \$ 8,000,000	\$ 628,433	\$ 0
○ CN \$ 401,754,878	<u>\$10,517,350</u>	<u>\$ 0</u>
	\$17,209,146	

Project Schedule:

Notice to Proceed	August 1, 2022
All Lanes Open to Traffic	November 15, 2026
Project Completion	December 30, 2026
Schedule Status	On-Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 427,048,878
State/Federal	<u>\$ 2,706,000</u>
	\$ 429,754,878

Project Status:

- Project Awarded to Shirley-Branch Joint Venture (SBJV)
- Scope Validation Period from 8/1/22 to 11/28/22
- Geotechnical borings and field investigations continue throughout the project corridor
- Holding multiple design and over the shoulder review meetings with SBJV

**HREL 4C Hampton River Bridges**

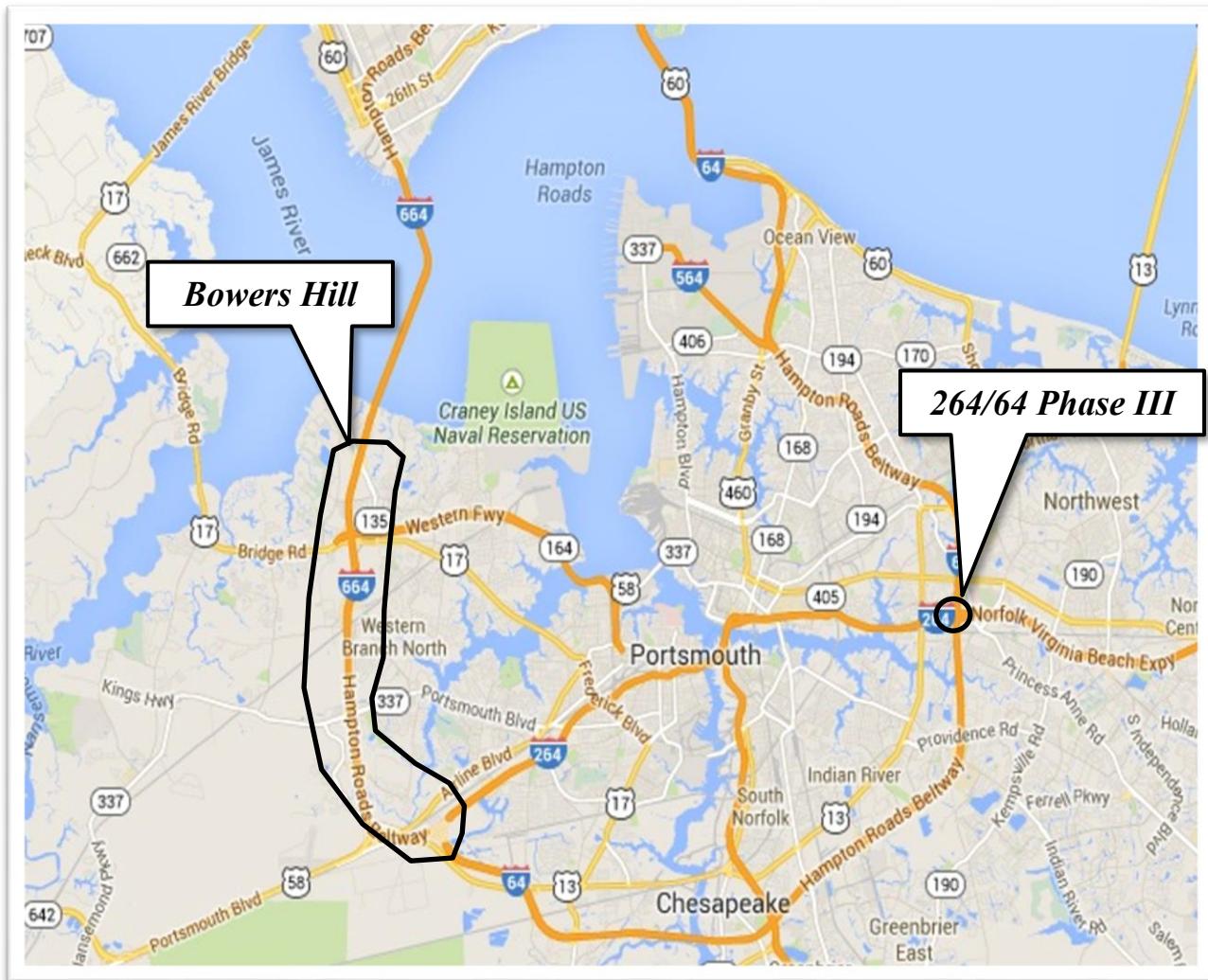
OTHER MAJOR PROJECTS

Bowers Hill Interchange

Under Study

I-264/I-64 Phase III-A

In Design



I-64/I-264 Phase III-A**UPC 106693 (HRTAC)****Project Scope:**

Study/design to improve the remaining I-64/I-264 movements

- Includes study and IMR of entire interchange
- Includes preliminary design of Subproject III-A – Ramp from I-64 EB to I-264 EB

Project Financial Summary:

<u>Project Budget (\$10,000,000):</u>	<u>Funds Expended (as 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 10,000,000	\$ 4,376,086	\$ 0
○ RW \$ 0	\$ 0	\$ 0
○ CN \$ 0	<u>\$ 0</u>	<u>\$ 0</u>
	\$ 4,376,086	

Project Schedule:

IMR Final Approval	October 2020
Subproject III-A – Consultant NTP	November 2021
Subproject III-A – PFI Meeting	December 2022
Subproject III-A Preliminary Design – Completion	January 2023
Schedule Status	On-Schedule

Enabling Funding

HRTAC	\$ 10,000,000
State/Federal	\$ _____.
	\$ 10,000,000

Project Status:

- IMR is complete
- Advancing the preliminary design phase of Subproject III-A that will include the NEPA study, PFI-level design, and updated project cost estimate
- PFI plans are in review and PFI meeting will be scheduled in late November

**Proposed I-64/I-264 Interchange Improvements from IMR (Subproject III-A shown in Blue)**

Bowers Hill Interchange

UPC 111427 (HRTAC)

Study Scope:

Develop NEPA document and supporting studies for improvements to the I-64/I-264/I-664 Interchange and the Route 58/Route 460 Interchange (Bowers Hill) extending north to approximately the College Drive Interchange. Original scope modified to include extending study to College Drive interchange with 664 and add Managed Lane component through Bowers Hill interchange to College Drive Interchange to reflect HRTPO directed changes.

Study Financial Summary:

<u>Project Budget (\$7,904,630):</u>	<u>Funds Expended (as of 10/31/2022):</u>	<u>Project Cost Over/(Under):</u>
○ PE \$ 7,904,630	\$ 5,443,054	\$ 0
○ RW \$ 0	\$ 0	\$ 0
○ CN \$ 0	\$ 0	\$ 0
	\$ 5,443,054	

Study Schedule:

Begin NEPA Process	July 2020
Preferred Alternative Recommendation	February 2022
Completion	December 2023
Schedule Status	On-Schedule

<u>Enabling Funding</u>	
HRTAC	\$ 7,904,630
State/Federal	\$ _____.
	\$ 7,904,630

Study Status:

- On October 25, the CTB approved the location of this project as presented under Alternative C. This approval will be documented in the DEIS. Development of the Draft Environmental Impact Statement (DEIS) continues to progress toward a Winter 2022/2023 public release.
- Development of materials to support a public comment period and public hearing on the DEIS is underway

