

AGENDA

Hampton Roads Transportation Accountability Commission

Regular Meeting December 15, 2016

10:00 a.m.

The Regional Board Room
723 Woodlake Drive, Chesapeake, VA 23320

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Public Comment Period (5 Minute Limit)**
- 4. Chair's Comments**
- 5. Consent Items**
 - Recommended Action: Approval
 - A. Minutes of October 20, 2016 HRTAC Regular Meeting (Attachment 5A)**
- 6. Action/Discussion Items**
 - A. Amendment to the Approved HRTAC 2016-2022 Funding Plan - I-64/I-264 Interchange-Phase III (Attachment 6A) – Executive Director Page** - Recommended Action: Discussion/Approval
 - B. I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693), Authorization to enter into agreement, Authorization to Enter into Agreement (Attachment 6B) – Executive Director Page and HRTAC Counselor Inglima** - Recommended Action: Discussion/Approval
 - C. Standard Project Agreement for Standard Project Services to Support Right of Way and Construction Phase for I-64 Peninsula Widening, Segment III - (UPC 106689/109790) (Attachment 6C) – Executive Director Page and HRTAC Counselor Inglima** - Recommended Action: Discussion/Approval
 - D. Official Intent for Allocation of Bond Proceeds to Reimburse HRTAC Expenditures on I-64 Peninsula Widening Segment III Project (Attachment 6D) – Executive Director Page** - Recommended Action: Discussion/Approval

7. Information Items

- A. HRTF Financial Report (Attachment 7A) – Finance Chair, Senator Wagner**
- 8. Next HRTAC Regular Meeting – March 16, 2017, 12:30 p.m., Regional Building Board Room**
- 9. Adjournment**

Agenda Item 5A
Consent Item

To: Chair Sessoms and the other members of HRTAC

From: Kevin B. Page, Executive Director

Date: December 15, 2016

Re: October 20, 2016 Regular Meeting Minutes

Recommendation:

The Commission is asked to approve the October 20, 2016 Commission's Meeting minutes.

Background:

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

Fiscal Impact:

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

Suggested Motion:

Motion is to approve the minutes of the Commission's Meeting on October 20, 2016.



**Hampton Roads Transportation
Accountability Commission (HRTAC)
Summary Minutes of the October 20, 2016 Regular Meeting**

The Hampton Roads Transportation Accountability Commission (HRTAC) Regular Meeting was called to order at 12:47 p.m. in the HRTPO Regional Board Room, 723 Woodlake Drive, Chesapeake, Virginia, with the following in attendance:

HRTAC Voting Members in Attendance:

William Sessoms, Chair	Alan Krasnoff
Michael Hipple, Vice Chair	Barry Porter
Kenneth Alexander	McKinley Price
Rex Alphin	Frank Rabil
Paul Freiling	Thomas Shepperd
Herbert Green	Chris Stolle
Linda Johnson	Kenneth Wright
Chris Jones	David Yancey

HRTAC Executive Director

Kevin Page

HRTAC Non-Voting Members in Attendance:

Cathie Vick*

Other Participants:

Tom Inglima	James Utterback
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HRTAC Voting Members Absent:

John Cosgrove	Frank Wagner
Donnie Tuck	

HRTAC Non-Voting Members Absent:

Charlie Kilpatrick	John Malbon
Jennifer Mitchell	

* Denotes Late Arrival or Early Departure

Others Recorded Attending:

John Gergely, Donna Sayegh, Ben Sessoms (Citizens); Kelly Lackey (CH); Randy Martin (FR); Lynn Allsbrook, Brian DeProfio (HA); Randy Keaton (IW); Bryan Hill (JC); Britta Ayers; Cynthia Rohlf, Bryan Stilley (NN); Thelma Drake, Jeff Raliski (NO); Lydia Pettis Patton (PO); Dannan O'Connell, Randall Wheeler (PQ); Michael Johnson (SH); Patrick Roberts (SU); Dave Hanson (VB); Marvin Collins (WM); Frank Papcin (CTAC); Theresa Clift (Daily Press); Scott Forehand, Don Quisenberry (eScribe Solutions); Doug Albert, Priscilla LeMoine (HRRA); Ross Grogg (Kemper Consulting); Gary Webb (Parsons); Mark Geduldig-Yatrofsky

(PortsmouthCityWatch.org); Ken Yarberry (RK&K); Rhonda Murray (US NAVY); Dave Forster, Tony Gibson (VDOT); Jordan Pascale (Virginian Pilot); Nancy Collins, Greg Grootendorst, Mike Long, Joe Turner, Chris Vaigneur (HRPDC); Jennifer Coleman (HRTAC); Rob Case, Bob Crum, Danetta Jankosky, Mike Kimbrel, Camelia Ravanbakht (HRTPO)

Approval of Agenda

Ms. Linda Johnson Moved to approve the agenda; seconded by Mr. Rex Alphin. The Motion Carried.

Public Comment Period (limit 5 minutes per individual)

Ms. Donna Sayegh reiterated the need for information to be disseminated to the public and requested HRTAC Members be more available to answer citizen inquiries.

Mr. Frank Papcin stated any toll monies collected should be used for improvements in the region and expressed his frustration with Alternative A-Modified of the Hampton Roads Crossing Study SEIS ("HRCS SEIS").

Consent Items

A. Minutes of September 15, 2016 HRTAC Board Meeting

Mr. Rex Alphin Moved to approve the minutes of the September 15, 2016 HRTAC Regular Board Meeting; seconded by Mr. Chris Jones. The Motion Carried.

Action Items

A. Hampton Roads Crossing Study SEIS-Proposed Plan of Finance Scenarios for the SEIS Alternatives

Mr. Kevin Page, HRTAC Executive Director, described the action just taken at the October 20, 2016 HRTPO meeting to select Alternative A – Modified of the HRCS SEIS. Mr. Page further explained that it is advisable for HRTAC to pass a resolution regarding the Plan of Finance for the proposed Alternative A – Modified. Additionally, he stated the Plan of Finance continues to meet the 2040 Long-Range Transportation Plan constraint requirements, while incorporating the Bower's Hill Interchange and the High Rise Bridge - Phase 2 projects.

Mr. Tom Inglima, HRTAC Legal Counsel, explained the proposed resolution and reviewed modifications to the resolution to reflect the decisions made today by the HRTPO, including that the proposed resolution now contemplates the reallocation of the balance of the \$5 million previously dedicated to the HRCS SEIS to study further the other projects that were not included in Alternative A – Modified. At Mr. Alexander's request, the resolution was modified to specifically identify the other projects that would be studied.

Delegate Jones noted the Commission's great accomplishments, and also requested that the amount allocated be increased to \$7 million.

Mr. Page reviewed the following projects that are to be completed by 2022:

- I-64 Peninsula widening projects – up to Exit 234;

- I-64/I-264 Interchange improvements – Phases I and II;
- High Rise Bridge - Phase 1;
- 460/58/13 Project - Initiation and further planning ; and
- I-264/I-64/I-264 Interchange Improvements – Phase III - Initiation and further planning.

Mr. Page explained that the following projects are included in the 2040 LRTP, and identified their expected completion dates:

- Hampton Roads Bridge Tunnel – 2024;
- High Rise Bridge - Phase II – 2031;
- Bower's Hill Interchange – 2031;
- 460/58/13 – 2035; and
- Fort Eustis Interchange – 2035.

Delegate Christopher Stolle Moved to approve the resolution; seconded by Delegate David Yancey.

A roll call vote was taken with the votes recorded as:

Alan Krasnoff: yes
 Frank Rabil: yes
 Rex Alphin: yes
 Michael Hipple: yes
 McKinley Price: yes
 Kenneth Alexander: yes
 Herbert Green: yes
 Kenneth Wright: yes
 Barry Porter: yes
 Linda Johnson: yes
 William Sessoms: yes
 Paul Freiling: yes
 Thomas Shepperd: yes
 Chris Jones: yes
 Christopher Stolle: yes
 David Yancey: yes

The Motion Carried.

Chair's Comments

Chair Sessoms thanked everyone for their hard work and expressed his gratitude for cities working together with the delegation and the Governor.

Information Items

A. HRTF Financial Report

Mr. Page stated the total bank balance as of September 30, 2016 was \$474,533,659.

Next Meeting

The next meeting will be held on November 17, 2016.

Adjournment

With no further business to come before the Hampton Roads Transportation Accountability Commission the meeting adjourned at 1:14 p.m.

William D. Sessoms, Jr.
HRTAC Chair

Agenda Item 6A
Action Item

To: Chair Sessions and the other members of HRTAC

From: Kevin B. Page, Executive Director

Date: December 15, 2016

Re: Amendment to the HRTAC Approved FY2016-FY2022 Funding Plan, I-64/I-264 Interchange-Phase III

Recommendation:

The Commission is being asked to amend its HRTAC 2016-2022 Funding Plan Approved March 17, 2016 to provide \$10,000,000 HRTF funding to the I-64/I-264 Interchange-Phase III project (UPC 106693).

Background:

VDOT has requested HRTAC allocation of \$10,000,000 to conduct the I-64/I-264 Interchange-Phase III, to Support Preliminary Engineering (UPC 106693). The I-64/I-264 Interchange-Phase III project is identified in the HRTAC-adopted Funding Plan with incremental funding to be allocated as determined. This project component involves the Preliminary Engineering of the remaining movements of the I-64/I-264 Interchange. The project will improve traffic flow, connectivity, and congestion.

HRTAC will need to amend its HRTAC 2016-2022 Funding Plan Approved March 17, 2016 to add the project and to provide \$10,000,000 in HRTF funding. The updated financial information proposed for the I-64/I-264 Interchange-Phase III project to be included in the HRTAC 2016-2022 Funding Plan amendment is as follows:

I-64/I-264 Interchange-Phase III, to Support Preliminary Engineering Phase (UPC 106693).

- Add FY2017 of \$1,100,000 Hampton Roads Transportation Fund (HRTF)
- Add FY2018 of \$3,750,000 HRTF
- Add FY2019 of \$3,750,000 HRTF
- Add FY2020 of \$1,400,000 HRTF
- Total allocated HRTF funds for Preliminary Engineering - \$10,000,000

A Commission authorized public hearing was held on Friday, October 28, 2016. The comments received at this public hearing will be discussed as a part of this Action briefing prior to Commission action. The one oral comment as transcribed and the one written comment received are attached to this briefing.



Sufficient funding is available for the Preliminary Engineering phase of this Project. Any future incremental allocations to advance the project will be allocated on a case by case basis.

Fiscal Impact

There will be an impact to the Hampton Roads Transportation Fund in the amount of \$10,000,000 in relation to this Action Item.

Suggested Motion:

Motion. Motion is to adopt Resolution 2016-14, "Amendment to the Approved HRTAC FY2016-FY2022 Funding Plan, I-64/I-264 Interchange-Phase III, Preliminary Engineering", attached.



Hampton Roads Transportation Accountability Commission
Public Hearing – October 28, 2016
Public Comment

DATE: October 28, 2016
SCHEDULED TIME: 2:00 PM
LOCATION: 723 Woodlake Drive
HRTPO Boardroom
Chesapeake, VA 23320

Frank Papcin:

Yes, my name is Frank Papcin, I'm from Virginia Beach, Virginia, and my comments are as follows: I follow the different programs that goes on, on and around the state, and I'm in favor of this, this money being spent. I may not be in favor of the way that it's being doled out, but I am in favor of it at least getting work done somewhere along the line. I read today's, yes, today's paper up in the north, I was sticking my nose into the Transportation Fund and found out that our Governor is giving two hundred million dollars to the Metro Safety Program for their, the Metro up there and I'm saying to myself well, if he can turn around and designate two hundred million dollars for the Metro up there, why can't he designate two hundred million dollars for the road projects that we have going on down here? I'm all in favor of the construction work being done, I am more in favor of the work we've done on the Patriot's Crossing and I'm also in favor of the route going down to Raleigh, North Carolina, because right now we need more and more work to be done, and we have very little being done, and the restraints that we have seem to be financial. I understand that they're going to push through this Alternative A, which was pushed through rather quickly, and I also realize that it's going to be a money generator. And I think that the public needs to know, beforehand would be nice, beforehand what are the plans for that road? We know it's the HOT lanes, we have no idea what, what it is going to be like. We've heard different rumors about different things and people asking all kinds of questions, and I'm asking all kinds of questions, and answers are what we're looking for. This was a really big surprise to see this ticked the way it was, considering the fact that 59 percent of the people questioned in that survey that you sent out about all these four different plans, they all wanted D, and here we come up with A, and there's a lot of disappointed people out there and they all want to know well, what was the sense of having a survey, asking us all these questions, if we were totally ignored? And these are some of the things that I'm just relaying to this body, which has no one here, so it may be somebody will read one of the records and catch this. I thank you for my time.



City of Virginia Beach

VBgov.com

WILLIAM D. SESSOMS, JR.
MAYOR

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October 26, 2016

Mr. Kevin B. Page
Executive Director, HRTAC
723 Woodlake Drive
Chesapeake, VA 23320

Subject: Endorsement of Project -Phase 3 of I-64/I-264 Interchange

Dear Mr. Page:

On behalf of the City Virginia Beach I would like to heartily endorse the project to be considered at the public hearing on Friday, October 28. The appropriation of funds for preliminary engineering on Phase 3 of the I-64/I-264 Interchange is of vital importance to the Region. The work that has begun on Phase 1 and 2 will provide relief to travelers in Hampton Roads, especially those traveling westbound on I-64 and who wish to access the City of Virginia Beach. The other three quadrants of this interchange, which will be examined under this proposal, are desperately in need of improvement. The section of I-64 from Northampton Boulevard to the interchange is the site of the most incidents of accidents in the Region. The improvements to the Northeast, Northwest, and Southeast quadrants will provide improvements to mobility and facilitate the timely movement of people, goods, and services.

Thank you for accepting the comments of the City of Virginia Beach. Please call if I provide anything further.

Sincerely,

William D. Sessoms, Jr.
Mayor

cc: David L. Hansen, City Manager
Robert Matthias, Assistant to the City Manager
Robert Crum, Executive Director, HRTPO



HRTAC RESOLUTION 2016-14

AMENDMENT TO THE APPROVED HRTAC 2016-2022 FUNDING PLAN RE: FUNDING OF I-64/I-264 INTERCHANGE-PHASE III, PRELIMINARY ENGINEERING

WHEREAS, the funding of Phases I and II of the I-64/I-264 Interchange construction project (the “Project”) is covered by the HRTAC 2016-2022 funding plan adopted by the Commission on March 17, 2016 (the “Funding Plan”); and

WHEREAS, Phase III involves the construction of the remaining movements at the Interchange; and

WHEREAS, on Friday, October 28, 2016, the Commission held a public hearing to receive public input on the Commission’s intent to amend the Funding Plan to allocate \$10 million for preliminary engineering of Phase III (the “PE Work”); and

WHEREAS, sufficient funding is available for the Preliminary Engineering phase of this Project. Any future incremental allocations to advance the project will be allocated on a case by case basis.

NOW, THEREFORE, BE IT RESOLVED, that the Commission hereby amends its FY2016-FY2022 Funding Plan to add the allocation of \$10,000,000 of Hampton Roads Transportation Fund revenues for the PE Work, which will be allocated among Fiscal Years 2017, 2018, 2019 and 2020 as set forth below:

- Add FY2017 of \$1,100,00 Hampton Roads Transportation Fund (HRTF)
- Add FY2018 of \$3,750,000 HRTF
- Add FY2019 of \$3,750,000 HRTF
- Add FY2020 of \$1,400,000 HRTF
- Total allocated HRTF funds for Preliminary Engineering - \$10,000,000

APPROVED and ADOPTED by the Hampton Roads Transportation Accountability Commission at its meeting on the 15th day of December, 2016.

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

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

Agenda Item 6B
Action Item

To: Chair Sessoms and the other members of HRTAC

From: Kevin B. Page, Executive Director

Date: December 15, 2016

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

Recommendation:

The Commission is being asked to approve authorization of the Chair to execute the prepared Standard Project Agreement with VDOT for the I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693).

Background:

VDOT has requested HRTAC allocation of \$10,000,000 to conduct the I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693). The I-64/I-264 Interchange-Phase III project is identified in the HRTAC-adopted Funding Plan and at the Commission's December 15, 2016 meeting, the Commission will address the amendment of its HRTAC 2016-2022 Funding Plan Approved March 17, 2016 to add the project component and to provide \$10,000,000 in HRTF funding. This project component involves the Preliminary Engineering of the remaining movements of the I-64/I-264 Interchange. The project will improve traffic flow, connectivity, and congestion.

The Standard Project Agreement with VDOT for the I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693) is as follows:

I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693).

- Add FY2017 of \$1,100,000 Hampton Roads Transportation Fund (HRTF)
- Add FY2018 of \$3,750,000 HRTF
- Add FY2019 of \$3,750,000 HRTF
- Add FY2020 of \$1,400,000 HRTF
- Total allocated HRTF funds for Preliminary Engineering - \$10,000,000



Fiscal Impact

There will be an impact to the Hampton Roads Trust Fund in the amount of \$10,000,000 in relation to this Action Item.

Suggested Motion:

Motion. Motion is to adopt Resolution 2016-15, "I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693)", attached.





HRTAC RESOLUTION 2016-15

RESOLUTION RE: I-64/I-264 INTERCHANGE-PHASE III, STANDARD PROJECT SERVICES TO SUPPORT PRELIMINARY ENGINEERING PHASE (UPC 106693), AUTHORIZATION TO ENTER INTO AGREEMENT

WHEREAS, the I-64/I-264 Interchange Project is one of the projects included in the Commission's funding plan adopted by the Commission on March 17, 2016 (the "Funding Plan"); and

WHEREAS, on December 15, 2016, the Commission allocated \$10 million to the Project for the Commission to engage VDOT to commence the initial preliminary engineering phase for Phase III of the Project at an estimated cost of \$10,000,000 (the "PE Work"), which engagement would be made pursuant to a Standard Project Agreement in substantially the form attached hereto as Exhibit A (the "Applicable Project Agreement"); and

WHEREAS, the Commission is prepared to enter into the Applicable Project Agreement, which includes a provision stating that if any federal and/or state (e.g., HB2) funds are awarded to the Project, the benefit of the additional funding will be reflected in an amendment (to re-size or float down the funds allocated by HRTAC) (the "Float Down Provision").

NOW, THEREFORE, BE IT RESOLVED, that the Commission reaffirms its interest in advancing readiness of Phase III of the Project and approves the allocation of \$10 million of Hampton Roads Transportation Fund revenues for the PE Work, which will be allocated among Fiscal Years 2017, 2018, 2019 and 2020 as set forth below, and reaffirms its interest in obtaining HB2 funds and its desire for the HB2 funding to match the HRTAC funding:

I-64/I-264 Interchange-Phase III, Standard Project Services to Support Preliminary Engineering Phase (UPC 106693).

- Add FY2017 of \$1,100,00 Hampton Roads Transportation Fund (HRTF)
- Add FY2018 of \$3,750,000 HRTF
- Add FY2019 of \$3,750,000 HRTF
- Add FY2020 of \$1,400,000 HRTF
- Total allocated HRTF funds for Preliminary Engineering - \$10,000,000

BE IT FURTHER RESOLVED, that the Commission (i) approves the Commission entering into the Applicable Project Agreement with VDOT (which will include the Float Down Provision), subject to such clarifications, if any, as the Chair and Executive Director, upon advice of counsel, may deem reasonably necessary and appropriate to carry out the intent of the Commission's resolution set forth herein, and (ii) authorizes the Chair to finalize, execute and deliver on behalf of the Commission such Applicable Project Agreement.



Hampton Roads Transportation Accountability Commission

APPROVED and ADOPTED by the Hampton Roads Transportation Accountability Commission at its meeting on the 15th day of December, 2016.

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

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



EXHIBIT A

**I-64/I-264 INTERCHANGE-PHASE III, STANDARD PROJECT SERVICES TO SUPPORT
PRELIMINARY ENGINEERING PHASE (UPC 106693) PROJECT AGREEMENT**

See attached.

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

HRTAC Project Number: I-64/I-264 Interchange- Phase III (UPC 106693)

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this _____ day of _____, 2016, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

WITNESSETH

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

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

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

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

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

WHEREAS, in light of VDOT's responsibilities with respect to VDOT Highways, and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, VDOT and HRTAC entered into a Memorandum of Agreement dated March 30, 2015 (the "MOA");

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

WHEREAS, HRTAC has determined that it desires to proceed with the project set forth and described on Appendix A to this Agreement (the “Project”), and that the Project would benefit the cities and counties that are embraced by HRTAC and it otherwise satisfies the requirements of the HRTAC Act;

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

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

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

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

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

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

A. VDOT's Obligations

VDOT shall:

1. Complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (i)

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

- (a) In the event that VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall notify HRTAC's Executive Director of the significant reduction in costs. For purposes of this Section A.1(a), HRTAC and VDOT agree that a "significant reduction in costs" shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the effect of the reduction (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state or federal contributions, then the commitment of each funding source would be reduced by its proportionate share of the reduction in costs, which proportionate share will be based on the funding source's proportionate responsibility for the total budgeted costs before the reduction was realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).
- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for

the total budgeted cost before the additional funding became available).

2. Without limiting the foregoing,
 - (a) VDOT shall select contractors, contract with contractors, and administer and enforce contracts all in a manner that is consistent in all material respects with the policies, procedures and practices that VDOT uses where the state or VDOT bears the cost of a project; for example, VDOT shall use its customary policies, procedures and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using, where applicable, standard terms/forms), and monitoring and enforcing performance of contracts;
 - (b) VDOT shall not enter into any contract to perform the work related to the Project if (i) the cost of that contract would exceed the portion of the Project Budget reflected in Appendix B that is allocated to the work covered by that contract, (ii) the cost of that contract, when aggregated with the cost of all other contracts relating to the Project that have been, or are expected to be, entered into would exceed the Project Budget reflected in Appendix B, or (iii) the schedule in the contract for performing and paying for the work related to the Project would be materially different (whether accelerated or delayed) from the Project Schedule set forth in Appendix B; in addition, if the bids or proposals received for any portion of the Project are not qualitatively consistent with VDOT's standards for that work or quantitatively within VDOT's projections for that work, each as determined by VDOT in its good faith judgment, VDOT shall (i) undertake a new procurement, or (ii) recommend alternative measures to HRTAC, and seek HRTAC's advice and consent regarding pursuit of those alternative measures. If HRTAC grants its written consent to a modification to the Project Budget and/or Project Schedule in order to permit VDOT to enter into a contract to perform the work, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to reflect the modified Project Budget and Project Schedule.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule,

VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).

4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if the HRTAC Act does not permit such Project cost to be paid with HRTAC funds.
5. Recognize that, if the Project contains "multiple funding phases" (as such "multiple funding phases" are set out for the Project on Appendix A), for which HRTAC will provide funding for such multiple funding phases (as scheduled on Appendix B), HRTAC may not have sufficient cash flows to permit accelerated funding to VDOT and to advance the funding schedule for the Project. In any circumstance where VDOT seeks to advance the funding schedule for the Project, VDOT shall submit a written request to HRTAC's Executive Director explaining VDOT's reasons why HRTAC should authorize acceleration to the next funding phase. (As used in this Agreement, "Executive Director" shall mean HRTAC's Chairman if at any applicable time, HRTAC has not engaged a dedicated, full-time Executive Director.) HRTAC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and HRTAC's current and projected cash flow position and make a recommendation to HRTAC whether to authorize VDOT's requested accelerated funding. The foregoing shall not prohibit VDOT from providing its own funds to advance a future funding phase of the Project and from requesting reimbursement from HRTAC for having advance funded a future phase of the Project; however, VDOT further recognizes that HRTAC's reimbursement to VDOT for having advance funded a phase of the Project will be dependent upon HRTAC's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Appendix B.
6.
 - (a) Permit HRTAC's Executive Director to periodically update HRTAC's cash flow estimates for the Project with the objective toward keeping those estimates accurate throughout the performance of the Project. VDOT shall provide all available information reasonably required by HRTAC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the performance of the Project as described in Appendix B.
 - (b) Provide HRTAC's Executive Director with the monthly reports described on Appendix D.

7. Provide to HRTAC's Executive Director requests for payment consistent with Appendix C (and the most recently approved HRTAC cash flow estimates) that include (a) HRTAC's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by HRTAC, and (b) certifications that all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by HRTAC, VDOT can expect to receive payment within twenty (20) days upon receipt by HRTAC. Approved payments may be made by means of electronic transfer of funds from HRTAC to or for the account of VDOT.
8. (a) Promptly notify HRTAC's Executive Director if VDOT determines that any additional, unbudgeted costs may be incurred to perform and complete the Project ("Additional Costs"), which notice shall include a description of the Additional Costs, an explanation of how they arose and the assumptions in the initial budget regarding those costs, and a detailed estimate of the Additional Costs. VDOT shall make recommendations regarding any curative actions that may be available relating to such Additional Costs, including any potential modification or reduction that may be made to the Project scope or design, or any other action, in order to stay within the initial budget for the Project. If the Additional Costs can be absorbed in the Project Budget by modifying or reducing the scope or design of the Project (or avoided by cancelling the Project or any portion thereof), HRTAC may, in its sole discretion, elect to (i) authorize VDOT to proceed with such modifications or reductions, (ii) authorize the Additional Costs (or if a combination of (i) and (ii) is feasible, HRTAC may elect such combination), or (iii) elect to cancel the Project or a portion thereof; provided, however, in any case, the respective obligations of VDOT and HRTAC, as modified by the elected alternative, shall be set forth in an amendment to this Agreement (VDOT and HRTAC shall work in good faith to finalize and execute such amendment). If the Additional Costs cannot be absorbed in the initial budget by modifying or reducing the scope or design of the Project (and HRTAC elects option (ii) above), then, subject to Section F below, such Additional Costs shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget. In the event that HRTAC elects to cancel the Project (or any portion thereof) pursuant to this Section A.8(a)(iii), (A) all compensation due and owing to any and all contractors for work on the Project that has been completed at the time of cancellation, shall be paid in accord with Appendix B, and (B) subject to Section F, all reasonable costs associated with the cancellation due and owing to

said contractors pursuant to the terms of the contracts with the contractors, which terms shall be consistent with VDOT's standard contract terms relating to contract cancellation and termination, (the "Breakage Compensation"), shall be paid with HRTAC-Controlled Moneys, unless VDOT and HRTAC mutually determine that cancellation of the Project is necessary or warranted, in which case, the Breakage Compensation shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget.

- (b) VDOT shall not include in any contract with a contractor working on the Project any term, condition or remedy in respect of Additional Costs that is more favorable to the contractor than the terms, conditions or remedies VDOT includes in standard contracts where the state or VDOT bears the cost of the project.
- (c) The Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the VDOT Roads and Bridge Specifications and §§ 33.2-1101 through 33.2-1105 of the Code, as amended. VDOT shall promptly notify HRTAC if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the Project Budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section A.8(a) unless the settlement has been approved by HRTAC. Funding for the settlement will be prorated based on the respective proportionate share of the HRTAC-Controlled Moneys and state and federal funds in the Project Budget. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the proration rule set forth in the preceding sentence.
- (d) Notwithstanding anything to the contrary set forth herein, if any additional cost (including, without limitation, any additional cost relating to a contractor claim described in Section A.8(c) above) arises out of or results from VDOT's negligence or breach of contract, HRTAC shall not be responsible for such additional costs.

9. Release or return any unexpended funds to HRTAC no later than 90 days after final payment has been made in respect of the Project.
10. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations.
11. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations.
12. Reimburse HRTAC (or such other entity as may have provided funds) for all funds provided by HRTAC (or on behalf of HRTAC) and, to the extent applicable and permitted by law, with interest earned at the rate earned by HRTAC, that VDOT misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, or any term or condition of this Agreement.
13. Acknowledge that VDOT is solely responsible for the administration and/or development of the Project and all engagements, commitments and agreements with contractors. VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC bond trustee as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation.
15. Subject to and consistent with the requirements of Section F of this Agreement, upon final payment to all contractors for the Project, if the Project is or is part of a VDOT Highway, VDOT will use the Project for its intended purposes for the duration of the Project's useful life. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project after its completion (including responsibility to correct any defects or to cause any defects to be corrected), and under no circumstances will HRTAC have any responsibility or obligation to operate and/or maintain the Project (or correct defects with respect to the Project). The provisions in this Section

A.15 will survive the completion of the Project under this Agreement and/or the termination of this Agreement.

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

B. HRTAC's Obligations

HRTAC shall:

1. Subject to the limitations as to amounts set forth in Appendix B (and subject to Section F of this Agreement), provide to VDOT the funding authorized by HRTAC for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by HRTAC.
2. Assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of HRTAC for purposes of ensuring it is being completed in compliance with this Agreement and all HRTAC requirements. HRTAC's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with HRTAC's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by VDOT for the Project. HRTAC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope of the Project as set forth on Appendix A or to the Project Budget and Project Schedule as set forth on Appendix B.
3. Route to HRTAC's assigned Program Coordinator all VDOT payment requisitions and the summaries of actual costs submitted to HRTAC for the Project. After submission to HRTAC, HRTAC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. HRTAC's Program Coordinator will then make a recommendation to the HRTAC's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from VDOT. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is, in HRTAC's reasonable judgment, deemed insufficient, within twenty (20) days from receipt, HRTAC's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed in order to authorize the payment request. Payment will be withheld until all deficiencies identified by HRTAC have been corrected to HRTAC's reasonable satisfaction. Under no circumstances will HRTAC authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the HRTAC Act or this Agreement.
4. Route all of VDOT's accelerated or supplemental requests for funding from HRTAC under Sections A.5 and A.8, respectively, of this Agreement to HRTAC's Executive Director. HRTAC's Executive Director will initially review those requests and all supporting documentation with HRTAC's

CFO. After such initial review, HRTAC's Executive Director will make a recommendation to HRTAC's Finance Committee for its independent consideration and review. HRTAC's Finance Committee will thereafter make a recommendation on any such request to HRTAC for final determination by HRTAC.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to assess whether the work being performed likely remains within the scope of this Agreement, the HRTAC Act and other applicable law. Such compliance reviews may entail review of VDOT's financial records for the Project and on-Project site inspections.
6. Acknowledge that if, as a result of HRTAC's review of any payment requisition or of any HRTAC compliance review, HRTAC staff determines that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, HRTAC staff will promptly advise HRTAC's Executive Director and will advise VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to HRTAC's initial findings. HRTAC's staff will review VDOT's response and make a recommendation to HRTAC's Finance Committee. HRTAC's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to HRTAC. If HRTAC makes a final determination that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, the parties should engage in dispute resolution as provided in Section D of this Agreement. Pending final resolution of the matter, HRTAC will withhold further funding on the Project. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Upon making final payment to VDOT for the Project, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans, if any, developed pursuant to or in association with the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
8. Be the sole determinant of the amount and source of HRTAC funds to be provided and allocated to the Project and the amounts of any HRTAC funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.

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

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer promptly in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. HRTAC's Executive Director and the Commissioner shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to HRTAC and

to the Commissioner for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law or in equity, including all judicial remedies. The foregoing dispute resolution method shall not bar either party's right to seek equitable relief on an emergency basis.

E. HRTAC's Interest in Project Assets

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

F. Appropriations Requirements

1. Nothing herein shall require or obligate HRTAC to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.
2. The parties acknowledge that all funding provided by HRTAC pursuant to the HRTAC Act is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the HRTF pursuant to applicable provisions of the Code of Virginia and any other moneys that the General Assembly appropriates for deposit into the HRTF are subject to appropriation by the General Assembly and (ii) HRTAC's obligations under this Agreement are subject to such moneys being appropriated to the HRTF by the General Assembly.
3. The parties agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available to VDOT for HRTAC projects.

4. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to HRTAC that such additional funds have been allocated and authorized by the CTB and/or appropriated by the Virginia General Assembly as may be applicable or have been obtained through another independent, lawful source.

G. Notices

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

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

H. Assignment

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

I. Modification or Amendment

- (a) This Agreement may not be modified or amended, except pursuant a written agreement that is duly authorized, executed and delivered by both parties.
- (b) If HRTAC is able to obtain a source of funding for the Project that would reduce or replace the amount of HRTAC-Controlled Moneys expended on the Project, VDOT and HRTAC will work in good faith to amend this Agreement so it takes into account that other funding.
- (c) If HRTAC proposes to issue bonds, VDOT and HRTAC will work in good faith to adopt such amendments to this Agreement as VDOT and HRTAC may mutually agree are necessary and desirable in connection with the bond offering, including, without limitation, tax covenants of the type made by VDOT under its Project Agreements with the Northern Virginia Transportation Authority.

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals and Appendices

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

[Signature page follows]

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

Hampton Roads Transportation Accountability Commission

By: _____

Name: _____

Title: _____

Date: _____

Virginia Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

Appendix A –Narrative Description of Standard Project Services

HRTAC Project Title: I-64/I-264 Interchange-Phase III (UPC 106693)

Recipient Entity: Virginia Department of Transportation

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

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

Project Scope

The Standard Project Services are intended to provide preliminary engineering work for the overall project and are set forth in more detail below in the Detailed Scope of Services. The project entails improving the remaining I-64/I-264 movements to include I-64 Eastbound (EB) movements to I-264 and I-264 movements to I-64.

Detailed Scope of Services

The detailed scope of the Standard Project Services addressed by this Agreement (and to which the funding provided thereunder relates) consists of Preliminary Engineering (PE) for the Project with the purpose of initiating preliminary design and the NEPA process.

The cost estimate provided in Appendix B was developed using VDOT's Project Cost Estimating System and was current as of the date the Appendix B was executed. Any additional costs for the PE Phase will be subject to and addressed in accord with the terms of this Standard Project Agreement.

APPENDIX B
PROJECT BUDGET, PROJECT SCHEDULE, AND CASHFLOW

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title: I-64/I-264 Interchange- Phase III (UPC 106693)
Scope of Project Services: Standard Project Services to Support PE Phase for I-64/I-264 Interchange-Phase III (UPC 106693)
Recipient Entity: Virginia Department of Transportation
VDOT Project Contact: Tony Gibson (757) 556-7885

Baseline Schedule: PE (RW/CN will be added at a later date)	PE: Start December 2016, End December 2019
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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	\$ 10,000,000.00	\$ 10,000,000.00	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 10,000,000.00	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 1,100,000.00		\$ 3,750,000.00		\$ 3,750,000.00		\$ 1,400,000.00	
Engineering								
Environmental Work								
Right-of-Way Acquisition								
Construction								
Contract Administration								
Testing Services								
Inspection Services								
Capital Asset Acquisitions								
Other								
Total Estimated Cost	\$ 1,100,000.00	\$ -	\$ 3,750,000.00	\$ -	\$ 3,750,000.00	\$ -	\$ 1,400,000.00	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 312,500.00		\$ 312,500.00		\$ 300,000.00	
August			\$ 312,500.00		\$ 312,500.00		\$ 300,000.00	
September			\$ 312,500.00		\$ 312,500.00		\$ 300,000.00	
October			\$ 312,500.00		\$ 312,500.00		\$ 300,000.00	
November			\$ 312,500.00		\$ 312,500.00		\$ 100,000.00	
December			\$ 312,500.00		\$ 312,500.00		\$ 100,000.00	
January			\$ 312,500.00		\$ 312,500.00			
February	\$ 200,000.00		\$ 312,500.00		\$ 312,500.00			
March	\$ 200,000.00		\$ 312,500.00		\$ 312,500.00			
April	\$ 200,000.00		\$ 312,500.00		\$ 312,500.00			
May	\$ 250,000.00		\$ 312,500.00		\$ 312,500.00			
June	\$ 250,000.00		\$ 312,500.00		\$ 312,500.00			
Total per Fiscal Year	\$ 1,100,000.00	\$ -	\$ 3,750,000.00	\$ -	\$ 3,750,000.00	\$ -	\$ 1,400,000.00	\$ -

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
Charles A. Kilpatrick, P.E.

Date
William D. Sessoms, Jr.

APPENDIX C
FORM OF PAYMENT REQUISITION

HRTAC Project Title and Number: _____

Project Scope/Services Description: [From Appendix B] _____

Draw Request Number: _____

Date: _____, 20____

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

Attention _____, Program Coordinator:

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

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

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Recommended For Payment

By: _____

Name: _____

Title: HRTAC Program Coordinator

DETAILED PAYGO REQUEST

Draw Request Number: _____ Request Date: _____
 HRTAC Project Number: _____ Project Title: _____

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

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

Agenda Item 6C
Action Item

To: Chair Sessoms and the other members of HRTAC

From: Kevin Page

Date: December 15, 2016

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

Recommendation:

The Commission is asked to authorize the allocation of funds and execution of an agreement with the Virginia Department of Transportation (VDOT) for the construction of the HRTAC I-64 Peninsula Widening Segment III Project.

Background:

The Commission has established the I-64 Peninsula Widening Segment III project as one of its priority projects to advance project planning and construction through a series of agreements with the Virginia Department of Transportation. At its March 17, 2016 Regular Board Meeting, HRTAC included this project in its Adopted HRTAC 2016-2022 Funding Plan. Also at its March 17, 2016 meeting, the Commission allocated \$10 million of funding and authorized Agreement with VDOT for the PE Work for this project. The draft Agreement to construct the project and to provide \$156,376,066 of HRTAC's HRTF funding is attached for reference. The proposed contract assumes that the Commission would fund costs out of the HRTF on a "pay as you go" basis and used as matching funds to the Smart Scale (HB2) \$144,927,753 project grant award. That approach is consistent with the funding plan approved by the Commission.

Fiscal Impact:

There is a fiscal impact of \$156,376,066 in relation to this Action Item that will be sourced from the Hampton Roads Transportation Fund Revenues under the control of HRTAC in the amount of \$24,752,207 for fiscal year 2020, \$89,013,751 for fiscal year 2021, and \$42,610,108 for fiscal year 2022.

Suggested Resolution:

Motion is to adopt Resolution 2016-16, "Resolution on the Interstate 64 Peninsula Segment III Widening Project."





HRTAC RESOLUTION 2016-16

RESOLUTION ON THE INTERSTATE 64 PENINSULA SEGMENT III WIDENING PROJECT

WHEREAS, the I-64 Peninsula Segment III construction project (the "I-64 Peninsula Segment III Widening Project" or "Project"), which will widen I-64 1.0 mile west of Route 199, Newman Road (Exit 234) to 1.05 miles west of Route 199, Humelsine Parkway/Marquis Center Parkway (Exit 242), was one of the construction projects included in the HRTAC 2016-2022 Funding Plan adopted at the Commission's March 17, 2016 Regular Meeting (the "Funding Plan"); and

WHEREAS, the Funding Plan projected that the I-64 Peninsula Segment III Widening Project would cost approximately \$311 million (using year of expenditure figures); and

WHEREAS, pursuant to HRTAC Resolution 2016-06, the Commission entered into an Interim Project Agreement with the Virginia Department of Transportation ("VDOT") for initial preliminary engineering for the Project at an estimated cost of \$10 million; and

WHEREAS, the Commonwealth Transportation Board has awarded \$144,927,752 of Smart Scale (HB2) grant funds to be spent first to offset the Commission's cost of the Project; and

WHEREAS, VDOT is now prepared to award a construction contract for completion of, and to begin construction of, the Project; and

WHEREAS, to begin construction of the Project, VDOT has proposed a Standard Project Agreement for Funding and Administration for the Project, a copy of which is attached hereto as Exhibit A (the "Project Agreement"), by which the Commission will engage VDOT to complete the Project for the remainder of the cost estimated in the Funding Plan net Smart Scale (HB2) and PE funded expenses, or approximately \$156 million.

NOW, THEREFORE, BE IT RESOLVED, that the Commission reaffirms its interest in completing the I-64 Peninsula Segment III Widening Project; and

BE IT FURTHER RESOLVED, that the Commission (i) approves the Commission entering into the Project Agreement with VDOT for completion of the Project, subject to such clarifications, if any, as the Chair and Executive Director, upon advice of counsel, may deem reasonably necessary and appropriate to carry out the intent of the Commission's resolutions set forth herein, and (ii) authorizes the Chair to finalize, execute and deliver the Project Agreement on behalf of the Commission.



APPROVED and ADOPTED by the Hampton Roads Transportation Accountability Commission at its meeting on the 15th day of December, 2016.

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

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

EXHIBIT A

**STANDARD PROJECT AGREEMENT FOR STANDARD PROJECT SERVICES TO SUPPORT
RIGHT OF WAY AND CONSTRUCTION PHASE FOR I-64 PENINSULA WIDENING,
SEGMENT III - (UPC 106689/109790)**

See attached.

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

HRTAC Project Number: I-64 Capacity Improvements- Segment III (UPC's 106689/109790)

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this _____ day of _____, 2016, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

WITNESSETH

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

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

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

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

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

WHEREAS, in light of VDOT's responsibilities with respect to VDOT Highways, and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, VDOT and HRTAC entered into a Memorandum of Agreement dated March 30, 2015 (the "MOA");

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

WHEREAS, HRTAC has determined that it desires to proceed with the project set forth and described on Appendix A to this Agreement (the “Project”), and that the Project would benefit the cities and counties that are embraced by HRTAC and it otherwise satisfies the requirements of the HRTAC Act;

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

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

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

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

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

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

A. VDOT's Obligations

VDOT shall:

1. Complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (i)

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

- (a) In the event that VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall notify HRTAC's Executive Director of the significant reduction in costs. For purposes of this Section A.1(a), HRTAC and VDOT agree that a "significant reduction in costs" shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the effect of the reduction (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state or federal contributions, then the commitment of each funding source would be reduced by its proportionate share of the reduction in costs, which proportionate share will be based on the funding source's proportionate responsibility for the total budgeted costs before the reduction was realized) (for the avoidance of doubt, the amount by which a commitment is reduced shall be considered deobligated from the Project).
- (b) In the event that any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to fairly reflect the benefit of the additional funding (by way of example, if the Appendix B costs are to be paid initially from both HRTAC-Controlled Moneys and state contributions, but federal funding subsequently becomes available, then the respective commitments of HRTAC and the state would be reduced by each party's proportionate share of the additional funds, which proportionate share will be based on the party's proportionate responsibility for

the total budgeted cost before the additional funding became available).

2. Without limiting the foregoing,
 - (a) VDOT shall select contractors, contract with contractors, and administer and enforce contracts all in a manner that is consistent in all material respects with the policies, procedures and practices that VDOT uses where the state or VDOT bears the cost of a project; for example, VDOT shall use its customary policies, procedures and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using, where applicable, standard terms/forms), and monitoring and enforcing performance of contracts;
 - (b) VDOT shall not enter into any contract to perform the work related to the Project if (i) the cost of that contract would exceed the portion of the Project Budget reflected in Appendix B that is allocated to the work covered by that contract, (ii) the cost of that contract, when aggregated with the cost of all other contracts relating to the Project that have been, or are expected to be, entered into would exceed the Project Budget reflected in Appendix B, or (iii) the schedule in the contract for performing and paying for the work related to the Project would be materially different (whether accelerated or delayed) from the Project Schedule set forth in Appendix B; in addition, if the bids or proposals received for any portion of the Project are not qualitatively consistent with VDOT's standards for that work or quantitatively within VDOT's projections for that work, each as determined by VDOT in its good faith judgment, VDOT shall (i) undertake a new procurement, or (ii) recommend alternative measures to HRTAC, and seek HRTAC's advice and consent regarding pursuit of those alternative measures. If HRTAC grants its written consent to a modification to the Project Budget and/or Project Schedule in order to permit VDOT to enter into a contract to perform the work, VDOT and HRTAC will work reasonably and in good faith to amend Appendix B to reflect the modified Project Budget and Project Schedule.
3. Perform or have performed in accordance with VDOT's standards for highways, bridges and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., PE or ROW acquisition), or the entire Project, in accordance with the Project Schedule,

VDOT shall notify HRTAC in writing and provide HRTAC with such information as HRTAC may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor (if VDOT and HRTAC mutually develop a model notice for such purposes, VDOT's notice will follow the format of the model).

4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if the HRTAC Act does not permit such Project cost to be paid with HRTAC funds.
5. Recognize that, if the Project contains "multiple funding phases" (as such "multiple funding phases" are set out for the Project on Appendix A), for which HRTAC will provide funding for such multiple funding phases (as scheduled on Appendix B), HRTAC may not have sufficient cash flows to permit accelerated funding to VDOT and to advance the funding schedule for the Project. In any circumstance where VDOT seeks to advance the funding schedule for the Project, VDOT shall submit a written request to HRTAC's Executive Director explaining VDOT's reasons why HRTAC should authorize acceleration to the next funding phase. (As used in this Agreement, "Executive Director" shall mean HRTAC's Chairman if at any applicable time, HRTAC has not engaged a dedicated, full-time Executive Director.) HRTAC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and HRTAC's current and projected cash flow position and make a recommendation to HRTAC whether to authorize VDOT's requested accelerated funding. The foregoing shall not prohibit VDOT from providing its own funds to advance a future funding phase of the Project and from requesting reimbursement from HRTAC for having advance funded a future phase of the Project; however, VDOT further recognizes that HRTAC's reimbursement to VDOT for having advance funded a phase of the Project will be dependent upon HRTAC's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Appendix B.
6.
 - (a) Permit HRTAC's Executive Director to periodically update HRTAC's cash flow estimates for the Project with the objective toward keeping those estimates accurate throughout the performance of the Project. VDOT shall provide all available information reasonably required by HRTAC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the performance of the Project as described in Appendix B.
 - (b) Provide HRTAC's Executive Director with the monthly reports described on Appendix D.

7. Provide to HRTAC's Executive Director requests for payment consistent with Appendix C (and the most recently approved HRTAC cash flow estimates) that include (a) HRTAC's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by HRTAC, and (b) certifications that all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by HRTAC, VDOT can expect to receive payment within twenty (20) days upon receipt by HRTAC. Approved payments may be made by means of electronic transfer of funds from HRTAC to or for the account of VDOT.
8. (a) Promptly notify HRTAC's Executive Director if VDOT determines that any additional, unbudgeted costs may be incurred to perform and complete the Project ("Additional Costs"), which notice shall include a description of the Additional Costs, an explanation of how they arose and the assumptions in the initial budget regarding those costs, and a detailed estimate of the Additional Costs. VDOT shall make recommendations regarding any curative actions that may be available relating to such Additional Costs, including any potential modification or reduction that may be made to the Project scope or design, or any other action, in order to stay within the initial budget for the Project. If the Additional Costs can be absorbed in the Project Budget by modifying or reducing the scope or design of the Project (or avoided by cancelling the Project or any portion thereof), HRTAC may, in its sole discretion, elect to (i) authorize VDOT to proceed with such modifications or reductions, (ii) authorize the Additional Costs (or if a combination of (i) and (ii) is feasible, HRTAC may elect such combination), or (iii) elect to cancel the Project or a portion thereof; provided, however, in any case, the respective obligations of VDOT and HRTAC, as modified by the elected alternative, shall be set forth in an amendment to this Agreement (VDOT and HRTAC shall work in good faith to finalize and execute such amendment). If the Additional Costs cannot be absorbed in the initial budget by modifying or reducing the scope or design of the Project (and HRTAC elects option (ii) above), then, subject to Section F below, such Additional Costs shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget. In the event that HRTAC elects to cancel the Project (or any portion thereof) pursuant to this Section A.8(a)(iii), (A) all compensation due and owing to any and all contractors for work on the Project that has been completed at the time of cancellation, shall be paid in accord with Appendix B, and (B) subject to Section F, all reasonable costs associated with the cancellation due and owing to

said contractors pursuant to the terms of the contracts with the contractors, which terms shall be consistent with VDOT's standard contract terms relating to contract cancellation and termination, (the "Breakage Compensation"), shall be paid with HRTAC-Controlled Moneys, unless VDOT and HRTAC mutually determine that cancellation of the Project is necessary or warranted, in which case, the Breakage Compensation shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project Budget.

- (b) VDOT shall not include in any contract with a contractor working on the Project any term, condition or remedy in respect of Additional Costs that is more favorable to the contractor than the terms, conditions or remedies VDOT includes in standard contracts where the state or VDOT bears the cost of the project.
- (c) The Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the VDOT Roads and Bridge Specifications and §§ 33.2-1101 through 33.2-1105 of the Code, as amended. VDOT shall promptly notify HRTAC if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the Project Budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section A.8(a) unless the settlement has been approved by HRTAC. Funding for the settlement will be prorated based on the respective proportionate share of the HRTAC-Controlled Moneys and state and federal funds in the Project Budget. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the proration rule set forth in the preceding sentence.
- (d) Notwithstanding anything to the contrary set forth herein, if any additional cost (including, without limitation, any additional cost relating to a contractor claim described in Section A.8(c) above) arises out of or results from VDOT's negligence or breach of contract, HRTAC shall not be responsible for such additional costs.

9. Release or return any unexpended funds to HRTAC no later than 90 days after final payment has been made in respect of the Project.
10. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations.
11. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations.
12. Reimburse HRTAC (or such other entity as may have provided funds) for all funds provided by HRTAC (or on behalf of HRTAC) and, to the extent applicable and permitted by law, with interest earned at the rate earned by HRTAC, that VDOT misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, or any term or condition of this Agreement.
13. Acknowledge that VDOT is solely responsible for the administration and/or development of the Project and all engagements, commitments and agreements with contractors. VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC and its members, officers, employees and, if applicable, any HRTAC bond trustee as additional insureds on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation.
15. Subject to and consistent with the requirements of Section F of this Agreement, upon final payment to all contractors for the Project, if the Project is or is part of a VDOT Highway, VDOT will use the Project for its intended purposes for the duration of the Project's useful life. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project after its completion (including responsibility to correct any defects or to cause any defects to be corrected), and under no circumstances will HRTAC have any responsibility or obligation to operate and/or maintain the Project (or correct defects with respect to the Project). The provisions in this Section

A.15 will survive the completion of the Project under this Agreement and/or the termination of this Agreement.

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

B. HRTAC's Obligations

HRTAC shall:

1. Subject to the limitations as to amounts set forth in Appendix B (and subject to Section F of this Agreement), provide to VDOT the funding authorized by HRTAC for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by HRTAC.
2. Assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of HRTAC for purposes of ensuring it is being completed in compliance with this Agreement and all HRTAC requirements. HRTAC's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with HRTAC's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by VDOT for the Project. HRTAC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope of the Project as set forth on Appendix A or to the Project Budget and Project Schedule as set forth on Appendix B.
3. Route to HRTAC's assigned Program Coordinator all VDOT payment requisitions and the summaries of actual costs submitted to HRTAC for the Project. After submission to HRTAC, HRTAC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. HRTAC's Program Coordinator will then make a recommendation to the HRTAC's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from VDOT. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is, in HRTAC's reasonable judgment, deemed insufficient, within twenty (20) days from receipt, HRTAC's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed in order to authorize the payment request. Payment will be withheld until all deficiencies identified by HRTAC have been corrected to HRTAC's reasonable satisfaction. Under no circumstances will HRTAC authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the HRTAC Act or this Agreement.
4. Route all of VDOT's accelerated or supplemental requests for funding from HRTAC under Sections A.5 and A.8, respectively, of this Agreement to HRTAC's Executive Director. HRTAC's Executive Director will initially review those requests and all supporting documentation with HRTAC's

CFO. After such initial review, HRTAC's Executive Director will make a recommendation to HRTAC's Finance Committee for its independent consideration and review. HRTAC's Finance Committee will thereafter make a recommendation on any such request to HRTAC for final determination by HRTAC.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to assess whether the work being performed likely remains within the scope of this Agreement, the HRTAC Act and other applicable law. Such compliance reviews may entail review of VDOT's financial records for the Project and on-Project site inspections.
6. Acknowledge that if, as a result of HRTAC's review of any payment requisition or of any HRTAC compliance review, HRTAC staff determines that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, HRTAC staff will promptly advise HRTAC's Executive Director and will advise VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to HRTAC's initial findings. HRTAC's staff will review VDOT's response and make a recommendation to HRTAC's Finance Committee. HRTAC's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to HRTAC. If HRTAC makes a final determination that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, the parties should engage in dispute resolution as provided in Section D of this Agreement. Pending final resolution of the matter, HRTAC will withhold further funding on the Project. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Upon making final payment to VDOT for the Project, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans, if any, developed pursuant to or in association with the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
8. Be the sole determinant of the amount and source of HRTAC funds to be provided and allocated to the Project and the amounts of any HRTAC funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.

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

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer promptly in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. HRTAC's Executive Director and the Commissioner shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to HRTAC and

to the Commissioner for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law or in equity, including all judicial remedies. The foregoing dispute resolution method shall not bar either party's right to seek equitable relief on an emergency basis.

E. HRTAC's Interest in Project Assets

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

F. Appropriations Requirements

1. Nothing herein shall require or obligate HRTAC to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.
2. The parties acknowledge that all funding provided by HRTAC pursuant to the HRTAC Act is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the HRTF pursuant to applicable provisions of the Code of Virginia and any other moneys that the General Assembly appropriates for deposit into the HRTF are subject to appropriation by the General Assembly and (ii) HRTAC's obligations under this Agreement are subject to such moneys being appropriated to the HRTF by the General Assembly.
3. The parties agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available to VDOT for HRTAC projects.

4. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to HRTAC that such additional funds have been allocated and authorized by the CTB and/or appropriated by the Virginia General Assembly as may be applicable or have been obtained through another independent, lawful source.

G. Notices

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

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

H. Assignment

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

I. Modification or Amendment

- (a) This Agreement may not be modified or amended, except pursuant a written agreement that is duly authorized, executed and delivered by both parties.
- (b) If HRTAC is able to obtain a source of funding for the Project that would reduce or replace the amount of HRTAC-Controlled Moneys expended on the Project, VDOT and HRTAC will work in good faith to amend this Agreement so it takes into account that other funding.
- (c) If HRTAC proposes to issue bonds, VDOT and HRTAC will work in good faith to adopt such amendments to this Agreement as VDOT and HRTAC may mutually agree are necessary and desirable in connection with the bond offering, including, without limitation, tax covenants of the type made by VDOT under its Project Agreements with the Northern Virginia Transportation Authority.

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals and Appendices

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

[Signature page follows]

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

Hampton Roads Transportation Accountability Commission

By: _____

Name: _____

Title: _____

Date: _____

Virginia Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

PROJECT

NARRATIVE DESCRIPTION OF STANDARD PROJECT SERVICES

HRTAC Project Title: I-64 Capacity Improvements- Segment III (UPC 106689/109790)

Recipient Entity: Virginia Department of Transportation

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

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

Project Scope

The Standard Project Services are intended to provide right of way and construction work for the overall project and are set forth in more detail below in the Detailed Scope of Services. Generally, the overall project entails roadway widening to increase capacity and improve safety along the I-64 corridor. The project entails median widening of the roadway from 4 to 6 lanes from where Segment II ends at 1.05 miles West of Route 199 (Humelsine Parkway/Marquis Center Parkway) (Exit 242) to Route 199, Lightfoot (Exit 234). The project will also be adding 12' wide median shoulders.

Detailed Scope of Services

The detailed scope of the Standard Project Services addressed by this Agreement (and to which the funding provided thereunder relates) consists of the Right of Way (RW) and Construction (CN) Phases for the overall design-build project described above which also includes but is not limited to work to be performed in advance, and in furtherance, of a Spring 2017 Request for Qualifications (RFQ) and a Summer 2017 Request for Proposals (RFP). Current estimates are that the project will be presented to the Commonwealth Transportation Board for award at its December 2017 meeting.

The cost estimate provided in Appendix B was developed using VDOT's Project Cost Estimating System and was current as of the date the Appendix B was executed. Any additional costs for the RW/CN Phases will be subject to and addressed in accord with the terms of this Standard Project Agreement.

APPENDIX B
PROJECT BUDGET, PROJECT SCHEDULE, AND CASHFLOW

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

HRTAC Project Title:	I-64 Capacity Improvements- Segment III (UPC 106689/109790)
Scope of Project Services:	Standard Project Services to Support RW/CN Phases for I-64 Capacity Improvements- Segment III (UPC 106689/109790)
Recipient Entity:	Virginia Department of Transportation
VDOT Project Contact:	Tony Gibson (757) 925-2274
Baseline Schedule:	RW: Start Jan 2018, End Aug 2019 CN: Start Jan 2018, End Jan 2022

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	HRTAC PayGo Funds	HRTAC Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work			\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 12,000,000.00	\$ -		State	\$ 12,000,000.00	
Construction	\$ 289,303,819.00	\$ 156,376,066.00		State	\$ 132,927,753.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 301,303,819.00	\$ 156,376,066.00	\$ -	\$ -	\$ 144,927,753.00	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2020		Total Fiscal Year 2021		Total Fiscal Year 2022	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work						
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction	24,752,207.00		89,013,751.00		42,610,108.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 24,752,207.00	\$ -	\$ 89,013,751.00	\$ -	\$ 42,610,108.00	\$ -

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 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$6,478,749		\$7,503,182	
August			\$6,478,749		\$6,990,964	
September			\$6,478,749		\$5,454,315	
October			\$6,478,749		\$6,990,964	
November			\$6,990,964		\$5,454,315	
December			\$6,990,964		\$3,405,450	
January			\$7,759,292		\$1,702,730	
February			\$8,271,507		\$1,702,730	
March			\$8,271,507		\$1,702,730	
April	\$ 8,250,735.00		\$8,271,507		\$1,702,728	
May	\$ 8,250,736.00		\$8,271,507			
June	\$ 8,250,736.00		\$8,271,507			
Total per Fiscal Year	\$ 24,752,207.00	\$ -	\$ 89,013,751.00	\$ -	\$ 42,610,108.00	\$ -

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
Charles A. Kilpatrick, P.E.
Print name of person signing

Date
William D. Sessoms, Jr
Print name of person signing

APPENDIX C

FORM OF PAYMENT REQUISITION

HRTAC Project Title and Number: _____

Project Scope/Services Description: [From Appendix B] _____

Draw Request Number: _____

Date: _____, 20____

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

Attention _____, Program Coordinator:

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

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

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Recommended For Payment

By: _____

Name: _____

Title: HRTAC Program Coordinator

DETAILED PAYGO REQUEST

Draw Request Number: _____ Request Date: _____
 HRTAC Project Number: _____ Project Title: _____

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

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

Agenda Item 6D
Action Item

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

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

Date: **December 15, 2016**

Re: **Resolution to Preserve Flexibility to Reimburse HRTAC Expenditures on I-64 Peninsula Widening Segment III Project, with Proceeds of a Later Bond Issue**

Recommendation:

The Commission is asked to adopt a “Resolution of Official Intent for Allocation of Bond Proceeds to Reimburse HRTAC Expenditures on Interstate 64 Peninsula Widening Project, Segment III,” in order to preserve the option to reimburse itself for the costs of such project from proceeds of a future bond issue.

Background:

The Commission may adopt a written “official intent” to preserve its flexibility under bond regulations to advance funds for current project expenses and later reimburse those advances out of proceeds of a tax-exempt bond issue. An “official intent” resolution must set forth a general description of the applicable projects and the maximum principal amount of bonds expected to be applied to reimburse project costs. Because it will take several months for a Commission bond issue to be structured, offered and sold, the Commission should adopt an “official intent” resolution as it begins incurring expenses on the third segment of the Interstate 64 Peninsula Widening Project. By adopting such resolution at this time, the Commission will preserve the option to allocate bond proceeds to expenditures made on the project, if they were spent no earlier than 60 days before the date of the resolution, and if the Bonds are issued no later than 3 years after the first expenditure being reimbursed. Adopting the “official intent” resolution does not obligate the Commission to use bonds instead of pay-go for the project.

Fiscal Impact:

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

Suggested Motion:

Motion is to adopt Resolution 2016-17, “Resolution of Official Intent for Allocation of Bond Proceeds to Reimburse HRTAC Expenditures on Interstate 64 Peninsula Widening Project, Segment III.”





HRTAC RESOLUTION 2016-17

RESOLUTION OF OFFICIAL INTENT FOR ALLOCATION OF BOND PROCEEDS TO REIMBURSE HRTAC EXPENDITURES ON INTERSTATE 64 PENINSULA WIDENING PROJECT, SEGMENT III

WHEREAS, in accordance with its statutory powers and purposes, the Hampton Roads Transportation Accountability Commission (the “Commission”) has resolved and agreed to pay portions of the costs incurred by the Virginia Department of Transportation (“VDOT”) in the acquisition, construction and completion of VDOT’s Interstate 64 Segment III construction project, which will increase the lanes on Interstate 64 starting 1.0 mile west of Route 199, Newman Road (Exit 234) to 1.05 miles west of Route 199, Humelsine Parkway/Marquis Center Parkway (Exit 242) (“Project”); and

WHEREAS, plans for the Project have proceeded and it is expected that the Commission will cause funds under its control to be advanced to pay expenditures related to the Project (“Expenditure”) prior to such time as the Commission may be prepared to issue one or more series of tax-exempt bonds (“Bonds”) to finance transportation projects within Planning District 23 generally; and

WHEREAS, the Commission intends for a portion of the proceeds of a future issue of Bonds to be available to reimburse the Commission for payment of the Expenditure; and

WHEREAS, Section 1.150-2 of the Treasury Regulations, promulgated under the Internal Revenue Code of 1986, as amended (the “Code”), provides that to allocate proceeds of Bonds to reimbursement of Expenditures paid in advance of an issue of Bonds, the Commission must declare its official intent to allocate proceeds of Bonds to reimbursement of the Expenditures;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION:

1. The Commission intends to issue Bonds in a future period and allocate a portion of the proceeds thereof, in a maximum principal amount of \$166,376,066, to the reimbursement of the Expenditures.

2. Each Expenditure to be reimbursed with Bond proceeds was or shall be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of such Expenditure), or (b) a cost of issuance with respect to the Bonds.

3. The Commission intends to make a reimbursement allocation, which is a written allocation by the Commission that evidences the Commission’s use of proceeds of the Bonds to reimburse Expenditures, no later than 18 months after the later of (a) the date on which the first



Expenditure for a Project was paid or (b) the date the applicable Project is placed in service or abandoned, but in no event more than three (3) years after the date on which the first Expenditure was paid with respect to the applicable Project.

4. The Commission intends that the adoption of this resolution shall confirm the "official intent" of the Commission within the meaning of Treasury Regulations Section 1.150-2 to reimburse Expenditures paid not earlier than sixty (60) days prior to the date of adoption of this resolution and not later than the date of the final allocation described in paragraph 3 above.

5. This resolution shall take effect immediately upon its adoption.

*

*

*

The undersigned hereby certify that this is a true and correct copy of a resolution duly adopted at a meeting of the Hampton Roads Transportation Accountability Commission held on December 15, 2016.

Chair, Hampton Roads Transportation
Accountability Commission

Vice Chair, Hampton Roads Transportation
Accountability Commission

HAMPTON ROADS TRANSPORTATION FUND

FINANCIAL REPORT

FY2014 – FY2017

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

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

Attached are the October 2016 financial reports. Based on the financial reports received to date from VDOT, the HRTPO staff has analyzed the data and prepared the attached reports and summaries:

Revenues

Total Gross Revenues (as of October 31, 2016): \$527,189,983

- State Sales and Use Tax : 408,067,041
- Local Fuels Tax : 113,231,063
- Interest : 1,787,850
- Investment Income: 4,104,029

Expenditures

Total Expenditures: \$50,106,454

- Project Construction: 47,327,348
- Total Dept. of Tax Administrative Fees: 499,518
- Total DMV Administrative Fees: 98,695
- Investment Fees: 478,736
- Operating Expenses: 1,702,157

Cash Balance

Ending Cash Balance: \$477,083,529

Encumbered Balance

Balance of Encumbered (through FY2020): \$1,038,952,798

Allocation: \$1,086,280,145

- Less Construction Expenditures: \$47,327,347

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

	Gross Revenue					Expenditures							Cummulative Balance 7/1/13 - 10/31/16
	Sales & Use Tax	Fuel Tax	Interest	Investment Income	Total	Construction	Dept of Tax Admin Fee	DMV Admin Fee	Investment Fees	Operating Expenses	Total		
July 2013 - October 2015	\$ 274,714,029	\$ 88,869,203	\$ 1,603,271	\$ 921,096	\$ 366,107,599	\$ 1,544,503	\$ 499,518	\$ 98,695	\$ 77,002	\$ 720,920	\$ 2,940,638	\$ 363,166,961	
November 2015	10,278,741	2,476,244	-	(641,787)	12,113,199	-	-	-	52,597	35,761	88,358	375,191,802	
December 2015	10,227,086	2,309,950	-	(243,682)	12,293,354	-	-	-	23,888	228,745	252,633	387,232,523	
January 2016	12,517,610	1,982,010	15,257	1,647,705	16,162,582	-	-	-	34,984	42,542	77,527	403,317,579	
February 2016	8,517,528	2,135,239		331,223	10,983,989	-	-	-	29,424	51,529	80,953	414,220,615	
March 2016	9,586,789	1,714,858	-	750,130	12,051,777	-	-	-	28,370	108,236	136,606	426,135,786	
April 2016	11,106,409	1,278,871	14,767	86,070	12,486,116	-	-	-	39,416	51,089	90,505	438,531,397	
May 2016	10,954,209	2,081,793	-	(283,883)	12,752,118	-	-	-	55,869	46,199	102,068	451,181,447	
June 2016	16,475,897	2,086,824	30,779	1,795,212	20,388,713	32,727,649	-	-	23,712	133,538	32,884,898	438,685,262	
July 2016	5,309,301	2,040,681	31,522	(176,716)	7,204,788	4,088,783	-	-	32,618	30,167	4,151,567	441,738,483	
August 2016	11,224,415	2,208,256	18,323	(415,914)	13,035,080	-	-	-	24,521	46,924	71,445	454,702,118	
September 2016	11,352,413	2,127,695	18,986	428,810	13,927,904	7,721,877	-	-	23,749	132,191	7,877,817	460,752,205	
October 2016	15,802,614	1,919,439	54,945	(94,235)	17,682,763	1,244,537	-	-	32,586	74,316	1,351,440	477,083,529	
Total 12 Months	\$ 133,353,012	\$ 24,361,860	\$ 184,579	\$ 3,182,933	\$ 161,082,383	\$ 45,782,845	\$ -	\$ -	\$ 401,734	\$ 981,237	\$ 47,165,815		
Grand Totals	\$ 408,067,041	\$ 113,231,063	\$ 1,787,850	\$ 4,104,029	\$ 527,189,983	\$ 47,327,348	\$ 499,518	\$ 98,695	\$ 478,736	\$ 1,702,157	\$ 50,106,454		
Less Balance of Encumbered												\$ (1,038,952,798)	
Total Net Available													(561,869,268)

HRTF Revenue

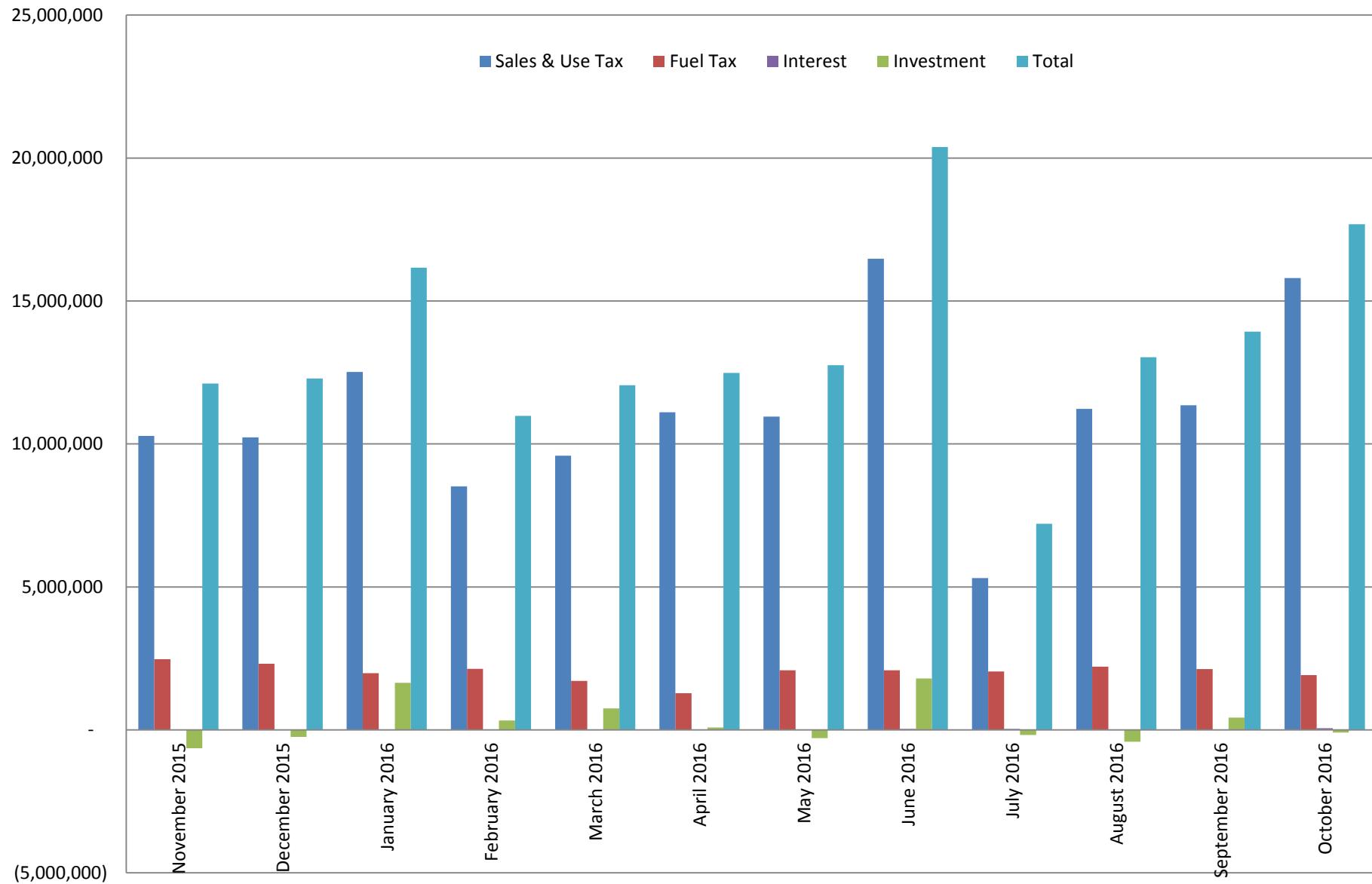


Table 1 - Total HRTF Revenues

Hampton Roads Transportation Fund (HRTF)

*Total of Sales & Use and Fuels Taxes**Fiscal Year 2017*

Locality	Total FY2014 - FY 2016	Previous FY2017	October 2016	Total YTD FY2017	Total
<i>Chesapeake</i>	85,583,739	6,157,427	2,362,064	8,519,491	94,103,231
<i>Franklin</i>	4,094,524	264,050	103,769	367,819	4,462,343
<i>Hampton</i>	34,772,960	2,383,002	924,266	3,307,268	38,080,228
<i>Isle of Wight</i>	7,502,182	564,981	199,856	764,838	8,267,020
<i>James City</i>	21,356,516	1,614,497	587,190	2,201,686	23,558,203
<i>Newport News</i>	49,945,592	3,463,870	1,380,889	4,844,759	54,790,351
<i>Norfolk</i>	64,950,150	4,416,428	1,745,081	6,161,509	71,111,658
<i>Poquoson</i>	1,237,029	64,572	27,217	91,789	1,328,817
<i>Portsmouth</i>	16,717,771	1,116,391	419,052	1,535,443	18,253,214
<i>Southampton</i>	2,255,654	160,111	53,984	214,095	2,469,749
<i>Suffolk</i>	22,212,686	1,546,927	584,473	2,131,400	24,344,085
<i>Virginia Beach</i>	126,726,303	9,912,850	8,513,117	18,425,967	145,152,269
<i>Williamsburg</i>	10,340,895	990,138	262,788	1,252,926	11,593,821
<i>York</i>	21,617,290	1,607,518	558,308	2,165,826	23,783,116
Total	469,313,290	34,262,761	17,722,053	51,984,815	521,298,105
Interest	1,664,074	68,831	54,945	123,775	1,787,850
Investment Income (Sterling/ Union/LGIP)	4,362,082	(163,819)	(94,235)	(258,054)	4,104,028
Total Revenues	475,339,447	34,167,772	17,682,763	51,850,536	527,189,983
Construction	(34,272,151)	(11,810,659)	(1,244,537)	(13,055,197)	(47,327,348)
Dept of Tax Admin Fees	(499,518)	-	-	-	(499,518)
DMV Admin Fees	(98,695)	-	-	-	(98,695)
Investment Fees (Sterling)	(365,262)	(80,888)	(32,586)	(113,474)	(478,736)
Operating Expense	(1,418,558)	(209,282)	(74,316)	(283,599)	(1,702,157)
Cash Balance	438,685,263	22,066,943	16,331,324	38,398,267	477,083,529
Less Balance of Encumbered					(1,038,952,798)
Net Available Cash					(561,869,268)
Forecast	503,745,037	31,408,324	12,467,872	43,876,196	547,621,233
Total Revenue - Forecast (under)/over	(28,405,590)	2,854,437	5,254,181	8,108,619	(20,431,250)

Table 1A - State Sales & Use Tax

Hampton Roads Transportation Fund (HRTF)

State Sales & Use Tax

Fiscal Year 2017

Locality	Total FY2014 - FY 2016	Previous FY2017	October 2016	Total YTD FY2017	Total
<i>Chesapeake</i>	\$ 65,494,853	\$ 4,784,902	\$ 1,922,208	\$ 6,707,110	\$ 72,201,964
<i>Franklin</i>	2,808,293	199,068	80,679	279,747	3,088,041
<i>Hampton</i>	26,599,916	1,819,511	731,433	2,550,944	29,150,860
<i>Isle of Wight</i>	4,089,875	369,842	128,777	498,618	4,588,493
<i>James City</i>	18,544,657	1,466,737	534,697	2,001,434	20,546,091
<i>Newport News</i>	39,689,099	2,879,218	1,211,532	4,090,751	43,779,850
<i>Norfolk</i>	53,291,271	3,807,374	1,555,520	5,362,894	58,654,165
<i>Poquoson</i>	868,089	60,196	25,507	85,703	953,792
<i>Portsmouth</i>	11,922,181	804,837	332,852	1,137,688	13,059,870
<i>Southampton</i>	930,935	93,894	29,010	122,904	1,053,838
<i>Suffolk</i>	14,870,545	1,121,350	465,660	1,587,010	16,457,555
<i>Virginia Beach</i>	100,505,441	8,514,009	8,092,553	16,606,563	117,112,004
<i>Williamsburg</i>	8,209,028	647,338	229,277	876,616	9,085,644
<i>York</i>	16,554,113	1,317,853	462,909	1,780,762	18,334,875
Total	\$ 364,378,298	\$ 27,886,130	\$ 15,802,614	\$ 43,688,744	408,067,042
Updated Forecast	363,171,042	25,939,596	10,628,958	36,568,554	399,739,596
Diff(under)/over	1,207,256	1,946,534	5,173,656	7,120,190	8,327,446

Table 1B - Local Fuels Tax

Hampton Roads Transportation Fund (HRTF)
Local Fuels Tax
Fiscal Year 2017

Locality	Total FY2014 - FY 2016	Previous FY2017	October 2016	Total YTD FY2017	Total
<i>Chesapeake</i>	\$ 20,088,886	\$ 1,372,525	\$ 439,856	\$ 1,812,381	\$ 21,901,267
<i>Franklin</i>	1,286,231	64,981	23,090	88,072	1,374,302
<i>Hampton</i>	8,173,043	563,491	192,833	756,324	8,929,367
<i>Isle of Wight</i>	3,412,308	195,139	71,080	266,219	3,678,527
<i>James City</i>	2,811,859	147,760	52,492	200,253	3,012,112
<i>Newport News</i>	10,256,493	584,652	169,357	754,008	11,010,501
<i>Norfolk</i>	11,658,879	609,054	189,561	798,615	12,457,493
<i>Poquoson</i>	368,939	4,376	1,710	6,086	375,025
<i>Portsmouth</i>	4,795,589	311,554	86,200	397,755	5,193,344
<i>Southampton</i>	1,324,719	66,217	24,975	91,191	1,415,911
<i>Suffolk</i>	7,342,141	425,577	118,813	544,390	7,886,530
<i>Virginia Beach</i>	26,220,861	1,398,841	420,563	1,819,404	28,040,265
<i>Williamsburg</i>	2,131,867	342,800	33,510	376,310	2,508,177
<i>York</i>	5,063,178	289,665	95,399	385,064	5,448,241
Total	104,934,993	\$ 6,376,632	\$ 1,919,439	\$ 8,296,071	\$ 113,231,063
Updated Forecast	139,700,002	5,468,728	1,838,914	7,307,642	147,007,644
Diff(under)/over	(34,765,009)	907,904	80,525	988,429	(33,776,581)

Table 2 - Allocations

Hampton Roads Transportation Fund (HRTF)
Allocations
Fiscal Year 2017

Project	Total FY2014 - FY 2016	Previous FY2017 October 2016	Total YTD FY2017	Total
<i>I-64 Peninsula Widening</i>				
- <i>UPC 104905 (Segment 1) -Construction</i>	\$ 44,000,000	\$ -	\$ -	\$ 44,000,000
- <i>UPC 106665 (Segment 2) - PE & Construction</i>	213,592,853	-	-	213,592,853
- <i>UPC 106689 (Segment 3) - PE</i>	10,000,000	-	-	10,000,000
<i>I-64/264 Interchange Improvement</i>				
- <i>UPC 17630 - PE/ROW</i>	54,592,576	-	-	54,592,576
- <i>UPC 57048 - PE/ROW</i>	15,071,063	-	-	15,071,063
- <i>UPC 57048 - Construction of Phase 1</i>	137,023,653	-	-	137,023,653
<i>Third Crossing - UPC 106724 - SEIS</i>	5,000,000	2,000,000	2,000,000	7,000,000
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - PE</i>	20,000,000	-	-	20,000,000
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - ROW & Construction</i>	580,000,000	-	-	580,000,000
<i>Route 460/58/13 Connector - UPC 106694 - PE</i>	5,000,000	-	-	5,000,000
Total	\$ 1,084,280,145	\$ 2,000,000	\$ -	\$ 2,000,000
				\$ 1,086,280,145

Table 3 - Expenditures

Hampton Roads Transportation Fund (HRTF)
Expenditures
Fiscal Year 2017

Project	Total FY2014 - FY 2016	Previous FY2017	October 2016	Total YTD FY2017	Total
<i>I-64 Peninsula Widening</i>					
- UPC 104905 (Segment 1) -Construction	\$ 1,544,502	\$ -	\$ -	\$ 1,544,502	
- UPC 106665 (Segment 2) - PE & Construction	7,701,121	10,589,110	200,357	10,789,466	18,490,587
- UPC 106689 (Segment 3) - PE		-	-	-	-
<i>I-64/264 Interchange Improvement</i>					
- UPC 17630 - PE/ROW	14,029,051	740,220	579,224	1,319,444	15,348,496
- UPC 57048 - PE/ROW	7,635,322	167,873	96,057	263,930	7,899,252
- UPC 57048 - Construction of Phase 1		-	-	-	-
<i>Third Crossing - UPC 106724 - SEIS</i>		-	-	-	-
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - PE</i>	3,362,155	313,457	368,899	682,356	4,044,510
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - ROW & Construction</i>	-	-	-	-	-
Total	\$ 34,272,151	\$ 11,810,659	\$ 1,244,537	\$ 13,055,197	\$ 47,327,347