
**FIRST AMENDMENT TO THE COMPREHENSIVE AGREEMENT
RELATING TO THE I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT**

This FIRST AMENDMENT TO THE COMPREHENSIVE AGREEMENT RELATING TO THE I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT (this “**First Amendment**”) is made and entered into as of February 7, 2024 (the “**Effective Date**”), by and between the VIRGINIA DEPARTMENT OF TRANSPORTATION, an agency of the Commonwealth of Virginia (the “**Department**”), and HAMPTON ROADS CONNECTOR PARTNERS (“**Design-Builder**”), an unincorporated joint venture comprised of its members Dragados USA, Inc., VINCI Construction Grands Projets, Flatiron Constructors, Inc., and Dodin Campenon Bernard, each holding a joint and several interest (each of Department and Design-Builder a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into that certain Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project (“**Project**”), dated as of April 3, 2019 (the “**Comprehensive Agreement**”), pursuant to which Department has granted to the Design-Builder the right to design and construct the Project, as more specifically defined and described in the Comprehensive Agreement;

WHEREAS, the Parties desire to amend and clarify their respective rights and obligations under the Comprehensive Agreement, on the terms set forth in this First Amendment; and

WHEREAS, as of the Effective Date, the conditions to the effectiveness of this First Amendment set forth in Appendix A hereto have been satisfied, including Department’s acceptance of a Revised Baseline Schedule.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Completion Dates.

- a. Amendment to Section 5.2. Section 5.2 of the Comprehensive Agreement is hereby modified as follows:

5.2.1 Substantial Completion Deadline. Design-Builder shall achieve Substantial Completion on or before ~~February 26, 2027~~ ~~September 1, 2025~~ (the “**Substantial Completion Deadline**”). The date the Project has achieved Substantial Completion is the “**Substantial Completion Date.**”

5.2.2 Final Completion Deadline. Design-Builder shall achieve Final

Completion on or before August 27, 2027 ~~November 1, 2025~~ (the “**Final Completion Deadline**”). The date the Project has achieved Final Completion is the “**Final Completion Date**.”

- b. Amendment to Exhibit 1. The definition of “Long Stop Deadline” is hereby modified as follows:

Long Stop Deadline means December 31, 2027 ~~the date that is three hundred sixty five (365) days following the Final Completion Deadline, as such date may be adjusted in accordance with the Agreement.~~

- c. Design-Builder will not be entitled to any adjustment to the Contract Price as a result of the modifications to the Contract Times set forth herein. Design-Builder will otherwise be responsible for bearing all costs and expenses relating to or arising from such modifications to the Contract Times, including, but not limited to, the costs of extending the effectiveness of the Performance Security and maintaining the insurance coverages required pursuant to the Contract Documents.

2. Liquidated Damages Related to Completion.

- a. For the avoidance of doubt, the modified Contract Times in this First Amendment establish the dates from which Design-Builder shall be liable to pay Department liquidated damages related to Substantial Completion and/or Final Completion, in accordance with the Comprehensive Agreement, including but not limited to Sections 5.6 and 11.2.2 of the Comprehensive Agreement.
- b. With respect to Section 11.3.1 of the Comprehensive Agreement, this First Amendment shall not be construed to diminish the liability of Design-Builder in relation to liquidated damages associated with the modified Contract Times or alter the Liquidated Damages Liability Cap.

3. No Excuses Incentive Payment.

- a. Amendment to Section 5.3.2. Section 5.3.2 of the Comprehensive Agreement is hereby modified as follows:

5.3.2 Determination of Amount of No Excuses Incentive Payment. The Subject to Section 5.3.4, the amount of the No Excuses Incentive Payment shall be determined in accordance with the following provisions.

.1 If Design-Builder achieves Substantial Completion on or before September 25, 2026 ~~April 1, 2025~~, the amount of the No Excuses Incentive

Payment will equal ninety million dollars (\$90,000,000).

~~.2 If Design-Builder achieves Substantial Completion after September 25, 2026, but on or before December 31, 2026, the amount of the No Excuses Incentive Payment will equal (i) ninety million dollars (\$90,000,000) less (ii) one hundred forty-two thousand dollars (\$142,000) per day for each day that Design-Builder's achievement of Substantial Completion extends beyond September 25, 2026 (e.g., if Design-Builder achieves Substantial Completion on December 31, 2026, the No Excuses Incentive Payment will equal seventy-six million two hundred twenty-six thousand dollars (\$76,226,000)). If Design-Builder achieves Substantial Completion on or after April 2, 2025, but before May 16, 2025, the amount of the No Excuses Incentive Payment will equal (i) ninety million dollars (\$90,000,000) less (ii) four hundred fifty thousand dollars (\$450,000) for each day that Substantial Completion extends beyond April 1, 2025.~~

~~.3 If Design-Builder achieves Substantial Completion on January 1, 2027~~May 16, 2025~~, the amount of the No Excuses Incentive Payment will equal fiftyone million dollars (~~\$51,000,000~~\$50,000,000).~~

~~.4 If Design-Builder achieves Substantial Completion after January 1, 2027, but on or before February 25, 2027, the amount of the No Excuses Incentive Payment will equal (i) fifty-one million dollars (\$51,000,000) less (ii) nine hundred fourteen thousand two hundred eighty-five dollars (\$914,285) per day for each day that Design-Builder's achievement of Substantial Completion extends beyond January 1, 2027 (e.g., if Design-Builder achieves Substantial Completion on February 25, 2027, the No Excuses Incentive Payment will equal seven hundred fourteen thousand three hundred twenty-five dollars (\$714,325)). If Design-Builder achieves Substantial Completion on or after May 17, 2025, but before July 5, 2025, the amount of the No Excuses Incentive Payment will equal (i) fifty million dollars (\$50,000,000) less (ii) four hundred thousand dollars (\$400,000) for each day that Substantial Completion extends beyond May 16, 2025.~~

~~.5 If Design-Builder achieves Substantial Completion on July 5, 2025, the amount of the No Excuses Incentive Payment will equal twenty million dollars (\$20,000,000). [Not used.]~~

~~.6 If Design-Builder achieves Substantial Completion on or after July 6, 2025, but before September 1, 2025, the amount of the No Excuses Incentive Payment will equal (i) twenty million dollars (\$20,000,000) less (ii) three hundred fifty thousand dollars (\$350,000) for each day that Substantial Completion extends beyond July 5, 2025. [Not used.]~~

~~.7 If Design-Builder achieves Substantial Completion on or after February 26, 2027~~September 1, 2025~~, the amount of the No Excuses Incentive~~

Payment will equal zero dollars (\$0).

Department will pay the No Excuses Incentive Payment in addition to and separate from the Contract Price.

- b. Addition of Section 5.3.4. Section 5.3.4 is hereby added to the Comprehensive Agreement as follows:

5.3.4 Reversal Work. The Parties acknowledge that: (i) in order for Design-Builder to achieve Substantial Completion, certain modifications to the ventilation and lighting systems in the existing eastbound tunnel are required in order to reverse the direction of travel in the existing eastbound tunnel (such modifications, the “**Reversal Work**”); (ii) as of the Effective Date, the Reversal Work is not included within Design-Builder’s scope of work under the Contract Documents; and (iii) Department does not intend to add the Reversal Work to Design-Builder’s scope of work via a Work Order and Department will instead cause the Reversal Work to be completed by one or more separate contractors. In the event that Design-Builder is unable to achieve Substantial Completion on or before the dates set forth in Sections 5.3.2.1, 5.3.2.2, 5.3.2.3, or 5.3.2.4 because Department has failed to complete the Reversal Work in a timely manner, then to the extent such failure has caused a critical path delay to Design-Builder’s prosecution of the Work as demonstrated by a Schedule Impact Analysis, the dates in such Sections will be adjusted to account for such critical path delay, *provided* that Design-Builder otherwise remains responsible for completing all work included within Design-Builder’s scope under the Contract Documents required for, or otherwise incidental to, the reversal of the direction of travel in the existing eastbound tunnel.

4. Funding Advances.

Exhibit 28 (Funding Advances) hereto is hereby added to the Contract Documents.

5. Resolution of Certain Disputes.

- a. As of August 1, 2023, Design-Builder has submitted to Department notice of potential cost and schedule impacts and requested equitable adjustments to the Contract Times and Contract Price in the form of eleven Schedule Impact Analysis submissions and submission of a letter dated July 28, 2023 entitled “Request for Equitable Adjustment for Escalation Due to Global Market Conditions” (such requests for equitable adjustments, collectively, the “**Claims**”). Additionally, as of August 1, 2023, certain disputes exist between the Parties, which are further described in Appendix B to this First Amendment (such disputes, the “**Disputed Matters**”).
- b. With respect to the Disputed Matters identified as Item Nos. 1, 2, 3, 4, 5, 6, 7, 11, 12, 14, and 22 (“**Type I Disputes**”) in Appendix B to this First Amendment,

Department has considered Design-Builder's requests for an adjustment of the Contract Price and has agreed to an adjustment of the Contract Price in the amount of nine million nine hundred ten thousand five hundred eighty-two and 34/100 dollars (\$9,910,582.34) in order to resolve the Type I Disputes. The agreement described in the immediately preceding sentence will be effectuated through the execution of one or more Work Orders. Design-Builder acknowledges and agrees that: (i) in no event will the total aggregate amount of the increase to the Contract Price provided for in the Work Order(s) memorializing the resolution of the Type I Disputes exceed nine million nine hundred ten thousand five hundred eighty-two and 34/100 dollars (\$9,910,582.34); and (ii) in no event will Design-Builder be entitled to an adjustment to the Contract Times (as modified pursuant to this First Amendment) as part of any Work Order relating to the Type I Disputes.

- c. With respect to the Disputed Matters identified as Item Nos. 10, 16, 17, 25, 28, 29, 30, 31, 32, 33, 34, and 35 ("**Type II Disputes**") in Appendix B to this First Amendment, Department will consider the merits of the Type II Disputes in accordance with the relevant provisions of the Contract Documents. The Parties further agree that (i) Department's agreement to consider the merits of the Type II Disputes will not constitute or otherwise be construed as Department's agreement that Design-Builder is entitled to an adjustment to the Contract Price or a waiver of any of either Party's rights and defenses with respect to such Type II Disputes, and (ii) in no event will Design-Builder be entitled to any adjustment to the Contract Times (as modified pursuant to this First Amendment) as part of any resolution or Work Order relating to the Type II Disputes. The Parties agree that for the Type II Disputes, upon Department's issuance of a decision on the entitlement to and/or quantum of Contract Price adjustment of each Type II Dispute, Design-Builder, if it disagrees with Department's decision, will have the right to institute the procedures in Section 10.2 of the General Conditions of Contract, but such procedures and any adjustment to the Contract Price are subject to and limited by the last sentence of Section 5.g hereof.
- d. With respect to the Disputed Matters identified as Item Nos. 8, 9, 13, 15, 18, 19, 20, 21, and 27 ("**Type III Disputes**") in Appendix B to this First Amendment, such Disputed Matters will be deemed closed with no adjustment to the Contract Price or Contract Times. In addition, the Type III Disputes are fully subject to the release and waiver set forth in Section 5.g hereof.
- e. With respect to the Disputed Matters identified as Item Nos. 23, 24, and 26 ("**Type IV Disputes**") in Appendix B to this First Amendment, the Parties agree that Design-Builder will have the right to advance consideration of the Type IV Disputes for the potential issuance of one or more Work Orders adjusting the Contract Price pursuant to the dispute resolution procedures set forth in Section 10.2 of the General Conditions of Contract, but such procedures and any adjustment to the Contract Price are subject to and limited by the last sentence of Section 5.g hereof. In no event will Design-Builder be entitled to an adjustment to the Contract Times (as modified pursuant to this First Amendment) as part of any resolution or Work Order

relating to the Type IV Disputes pursuant to the dispute resolution procedures set forth in Section 10.2 of the General Conditions of Contract (which procedures are subject to the last sentence of Section 5.g hereof). The Parties further agree that Department's agreement to consider the merits of each Type IV Dispute pursuant to the dispute resolution procedures set forth in Section 10.2 of the General Conditions of Contract (which procedures are subject to the last sentence of Section 5.g hereof) will not constitute or otherwise be construed as Department's agreement that Design-Builder is entitled to an adjustment to the Contract Price arising from any Type IV Dispute or a waiver of any of Department's rights and defenses.

- f. Reserved.
- g. Except as otherwise set forth in Section 5.h, Section 5.i, Section 6, and Section 7, Design-Builder, on behalf of itself and its members Dragados USA, Inc., VINCI Construction Grands Projets, Flatiron Constructors, Inc., and Dodin Campenon Bernard, as well as their Subcontractors regardless of tier (collectively, the "**Other Releasing Parties**"), hereby irrevocably releases, acquits, waives, satisfies and forever discharges Department, all of its funding sources (including, but not limited to, HRTAC (defined below)), and all of their respective members, officers, directors, employees, agents, and representatives of and from any and all claims, demands, obligations, liabilities, damages, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions and demands, direct or indirect, in law or in equity, which Design-Builder or its Other Releasing Parties ever had, now has, or hereafter can, shall or may have, known or unknown, against Department, based on or arising from events, conditions, or circumstances described in the Claims, as well as any other events, conditions, or circumstances existing as of August 1, 2023, of which (i) Design-Builder and the Other Releasing Parties have knowledge or (ii) should have knowledge in the exercise of reasonable diligence and Good Industry Practice in respect of the Work performed by Design-Builder as of August 1, 2023, including, but not limited to, those events, conditions, or circumstances for which Design-Builder provided notice to Department on or before August 1, 2023. Design-Builder acknowledges that this Section 5.g applies to all bases for additional compensation, including, but not limited to, delays, acceleration, loss of productivity, home office overhead costs (including Eichleay formula costs), extended overhead, loss of profit, direct, indirect, consequential damages, or any other adjustment theories; *provided* that the foregoing waiver and release is subject to the limited reservation of rights governing the Type II Disputes and Type IV Disputes as set forth in Sections 5.c, and 5.e.

Design-Builder acknowledges and agrees that consideration of the merits of the Type II Disputes and Type IV Disputes by Department and pursuant to the procedures in Section 10.2 of the General Conditions of Contract, as applicable, shall be limited in scope to the requests for relief previously presented to Department by Design-Builder, as detailed in Appendix B and as further limited by

this Section 5.g.

- h. Section 5.g above applies unconditionally, with the sole exception of the following:
- (i) the reserved rights with respect to certain Work Orders and related matters described in Section 5.i;
 - (ii) (1) any alleged Differing Tunnel Improvements Site Condition relating to the presence of “casings” or “materials” (as further described in item number 3 of Section 8 of the Geotechnical Baseline Report and drawing T-1 appended to the Geotechnical Baseline Report) (any such alleged Differing Tunnel Improvements Site Condition, a “**Casings DTISC**”) that may adversely impact the operation of the tunnel boring machine after August 1, 2023, for which Design-Builder has provided notice to Department on or before August 1, 2023, as set forth in DTISC Nos. 9, 10, 11, 12, 13, 18, 19, 20, 21, 22, 23, 24, 25, and 26; and (2) any alleged Casings DTISC encountered during tunneling operations performed after August 1, 2023, subject to Design-Builder providing timely notice to Department of same, and subject to all other terms and conditions of the Comprehensive Agreement applicable thereto; *provided* nothing in this Section 5.h(ii) diminishes the Department’s defenses with respect to any alleged Casings DTISC or enhances Design-Builder’s rights, if any, to seek adjustments to the Contract Price or the Contract Times, under the Comprehensive Agreement for such Casings DTISC; and
 - (iii) any request for an adjustment to the Contract Price or Contract Times or other relief for any occurrence arising out of or related to the Work or Project under Article 10 of the General Conditions of Contract which is: (1) attributed to an alleged circumstance arising from any resurgence of COVID-19, but only to the extent of impacts first occurring after August 1, 2023; or (2) attributed to an alleged circumstance arising from the Russian invasion of Ukraine, but only to the extent of impacts first occurring after August 1, 2023; *provided* nothing in this Section 5.h(iii) shall be deemed to imply, or constitute or otherwise be construed as relieving Design-Builder of its obligation to demonstrate that any such alleged circumstance entitles Design-Builder to relief under the terms and conditions of the Contract Documents.
- i. The Parties acknowledge and agree that, for clarity, Section 5.g is not intended to waive any rights expressly reserved by Design-Builder under the following: Work Order No. 13; Work Order No. 15; Work Order No. 48; Work Order No. 58; Work Order No. 64; that certain Memorandum of Understanding Relating to Water Supply dated as of July 14, 2020, as amended.

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- j. The Parties understand and agree that this First Amendment is a compromise of certain disputes administered pursuant to the resolution process provided for by the Contract Documents and that the execution of this First Amendment is not to be construed as an admission of liability by either Party and the Parties expressly deny any such liability.
 - k. The Department shall bear its own internal and external/third-party costs incurred (including internal Department staff time, consultants, and attorneys) as of the Effective Date in reviewing the Claims and negotiating and preparing this First Amendment.

6. Adjustments to Asphalt, Fuel, and Steel.

- a. Amendment to Section 6.3. Section 6.3. of the Comprehensive Agreement is hereby modified as follows:

6.3 Adjustments to Asphalt, Fuel and Steel. Department and Design-Builder agree to adjust prices for certain commodities, in accordance with Department's pertinent special provisions, attached hereto as **Exhibit 9, Exhibit 10** and **Exhibit 11**; *provided* Design-Builder (i) declares its intent, in the Price Proposal, to use such provisions for price adjustments and (ii) submits the information required in the pertinent special provisions with its Proposal. ~~Notwithstanding the special provisions, such price adjustments will be based on the quantities identified in the Schedule of Items in Design Builder's Proposal, which quantities shall be (i) specifically summarized and provided in the Price Proposal and (ii) subject to adjustment due to the issuance of a Work Order.~~ Actual quantities shall be monitored and documented by Design-Builder, and submitted to Department in the monthly report required by Section 11.1.8 below, on forms provided by Department.

- b. Amendment to Exhibit 11. The seventh (7th) paragraph of Exhibit 11 to the Comprehensive Agreement is hereby modified as follows:

Price adjustment of each qualifying item will be considered only if there is an increase of ~~any amount ten percent (10%) or more~~ or a decrease ~~of any amount~~ of five percent (5%) or more in the cost of eligible steel materials, ~~up to a maximum of sixty percent (60%) in either direction.~~ Whether the ~~above ten percent (10%) increase or five percent (5%) decrease~~ thresholds have been met, and thus a price adjustment triggered, is determined by comparing (i) the applicable PPI value at the time the Price Proposal was opened to (ii) the most recent published applicable PPI value (permanent or temporary) on the date the material is shipped to the fabricator.

[...]

The “Adjusted Change Percentage” will be determined by:

1. calculating the difference between (i) the applicable PPI value at the time the Price Proposal was opened and (ii) the most recent published applicable PPI value on the date the material is shipped to the fabricator;
2. dividing the result of step 1 above by the applicable PPI value at the time the Price Proposal was opened; and
3. ~~subtracting 0.10 from the result of step 2 above if PPI has increased, or~~ subtracting 0.05 from the result of step 2 above if PPI has decreased.

[...]

~~This price adjustment is capped at sixty percent (60%). This means the maximum “P” value for increase or decrease that can be used in the above equation is fifty percent (50%) for an increase (60%–10% threshold) and fifty five percent (55%) for a decrease (60%–5% threshold).~~ For the purposes of calculating the Adjusted Change Percentage, for any new item(s) added by Work Order that will be subject to price adjustment under this provision, the base PPI shall be the applicable PPI value at the time the new item(s) are added to the scope of the contract (instead of using the ~~the~~ applicable PPI value at the time the Price Proposal was opened).

- c. Design-Builder and Department agree that implementation of Department’s memorandum titled “Steel Escalation Price Adjustments,” dated July 27, 2022, results in a total price adjustment of two million eight hundred thirty-five thousand eight hundred thirty-nine dollars (\$2,835,839) with respect to eligible raw steel material incorporated into the Project between January 1, 2022 and August 1, 2022, and that Design-Builder otherwise is not entitled to any further adjustment of the Contract Price arising from Department’s implementation of such memorandum. This adjustment has been formalized via Work Order issued by Department as of the date of this First Amendment.

7. Adjustments to Certain Other Commodities.

- a. Exhibit 10A (Additional Price Adjustment for Fuel) hereto is hereby added to the Contract Documents.
- b. Exhibit 15A (Index-Adjusted Commodities) hereto is hereby added to the Contract Documents.
- c. Exhibit 15B (Escrow-Adjusted Commodities) hereto is hereby added to the Contract Documents.

8. Commodity Adjustments for Subcontractors.

For all materials for which (i) additional price-adjustment relief is provided to Design-Builder under this First Amendment (including all exhibits to this First Amendment) and (ii) corresponding relief is due from Design-Builder to any Subcontractor pursuant to the terms of the relevant Subcontract, Design-Builder shall work promptly and in good faith to provide such corresponding relief to such Subcontractors. For the avoidance of doubt, the foregoing shall not modify or otherwise relieve Design-Builder from compliance with its obligations under Section 6.6 of the General Conditions of Contract with respect to payments to Subcontractors.

9. Miscellaneous Terms Relating to Commodity Adjustments

Notwithstanding anything to the contrary set forth in Section 6 and Section 7 hereof, Design-Builder shall not be entitled to any adjustment under the Materials Adjustment Provisions (as defined below), for commodities under the Materials Adjustment Provisions that were installed, or used in connection with the Work because of any of the following: (i) Design-Builder's breach of any provisions of the Contract Documents; (ii) re-work required to be performed by Design-Builder to address any Non-Conforming Work, including the procurement of substitute or additional materials, or the performance of any form of remedial activity; (iii) Design-Builder's ordering or purchase of certain commodities in excess of the amount required to properly perform the Work; or (iv) any other restriction in adjusting the prices for certain commodities set forth in the Contract Documents.

10. Compensation Constraint Relating to Commodity Adjustments.

Notwithstanding anything to the contrary set forth in the Comprehensive Agreement or this First Amendment (including all exhibits to this First Amendment), the total compensation paid to Design-Builder throughout the duration of the Comprehensive Agreement (beginning as of the effective date thereof) as a result of the application of the Materials Adjustment Provisions (defined below), shall not exceed three hundred seventy-three million one hundred nineteen thousand nine hundred forty-one dollars (\$373,119,941) ("**NTE Amount**"). The "**Materials Adjustment Provisions**" are the following:

- (i) material price adjustments per Exhibits 9, 10, 10A, 11 (as modified by this First Amendment), 15A, and 15B; and
- (ii) adjustments to steel per Section 6.c above, in the amount of two million eight hundred thirty-five thousand eight hundred thirty-nine dollars (\$2,835,839).

If NTE Amount is exhausted before Design-Builder achieves Final Completion (and thus before Design-Builder ceases consuming materials or commodities of the type that were subject to the Materials Adjustment Provisions), then Department will confer with Design-Builder regarding such circumstance. Department shall not have any duty or obligation to

take any action or provide Design-Builder any relief after so conferring with Design-Builder.

11. List of Exhibits.

The list of Exhibits to the Comprehensive Agreement is hereby modified as follows:

LIST OF EXHIBITS	
EXHIBIT 1	GENERAL CONDITIONS OF CONTRACT
EXHIBIT 2	TECHNICAL REQUIREMENTS
EXHIBIT 3	DIVISION I AMENDMENTS
EXHIBIT 4	DESIGN-BUILDER'S PROPOSAL
EXHIBIT 5	EARLY WORK SCOPE DOCUMENT
EXHIBIT 6	MAXIMUM CUMULATIVE COMPENSATION AMOUNT
EXHIBIT 7	FORM OF RELEASE OF ALL CLAIMS
EXHIBIT 8	U.S. NAVY REQUIREMENTS
EXHIBIT 9	PRICE ADJUSTMENT FOR ASPHALT
EXHIBIT 10	PRICE ADJUSTMENT FOR FUEL
<u>EXHIBIT 10A</u>	<u>ADDITIONAL PRICE ADJUSTMENT FOR FUEL</u>
EXHIBIT 11	PRICE ADJUSTMENT FOR STEEL
EXHIBIT 12	REQUIRED INSURANCE
EXHIBIT 13	FORM OF PERFORMANCE BOND
EXHIBIT 14	FORM OF PAYMENT BOND
EXHIBIT 15A	<u>NOT USED-INDEX-ADJUSTED COMMODITIES</u>
<u>EXHIBIT 15B</u>	<u>ESCROW-ADJUSTED COMMODITIES</u>
EXHIBIT 16	FORM OF GUARANTEE
EXHIBIT 17	DISPUTE RESOLUTION BOARD
EXHIBIT 18	BRIDGE REPAIR WORK QUANTITIES AND UNIT COSTS
EXHIBIT 19	DEPARTMENT'S GOVERNMENTAL APPROVALS LIST
EXHIBIT 20	KEY PERSONNEL POSITIONS
EXHIBIT 21	GEOTECHNICAL BASELINE REPORT
EXHIBIT 22	GEOTECHNICAL DATA REPORT
EXHIBIT 23	DBE & SWAM MATTERS
EXHIBIT 24	FORM OF ESCROW AGREEMENT
EXHIBIT 25	DISCLOSED INFORMATION INDEX
EXHIBIT 26	FEDERAL REQUIREMENTS
<u>EXHIBIT 27</u>	<u>NOT USED</u>
<u>EXHIBIT 28</u>	<u>FUNDING ADVANCES</u>

12. Definitions.

Each capitalized term used and not otherwise defined herein shall have the respective meaning assigned to such term in the Comprehensive Agreement.

13. No Modification; Entire Agreement.

- a. This First Amendment is limited to the matters set forth herein and shall not constitute a modification or waiver of any other provision of the Comprehensive Agreement. Further, nothing herein shall be deemed to resurrect any remedy, claim, or defense that has expired, been waived, or been settled prior to the date hereof.
- b. This First Amendment constitutes the entire agreement between Design-Builder and Department with respect to the subject matter hereof. In deciding to enter into this First Amendment, neither Party has relied upon any representation or warranty made by the other Party, other than those representations and warranties expressly set forth in this First Amendment.
- c. Design-Builder and Department acknowledge that this First Amendment in its final form is the result of the combined efforts of the Parties and, should any provision be found to be ambiguous in any way, such ambiguity shall not be resolved by construing such provision in favor or against either Party hereto by reason of their contribution to the drafting of the First Amendment, but rather by construing the terms of this First Amendment fairly and reasonably in accordance with the express terms of this First Amendment. Should any portion, word, clause, phrase, sentence or paragraph of this First Amendment be declared void and/or unenforceable, such portion, word, clause, phrase, sentence or paragraph shall be considered stricken from this First Amendment, the validity of the remaining parts, terms and/or provisions shall not be affected thereby, and the void and/or enforceable part, term or provision shall not be part of this First Amendment.

14. Governing Law.

This First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth. Venue for any legal action arising out of this Amendment shall lie in the Circuit Court in the City of Richmond, Virginia, Division I.


15. Counterparts.

This First Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this First Amendment to the Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project as of the date first written above.

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

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

HAMPTON ROADS CONNECTOR PARTNERS,
as Design-Builder

By: Its Members

DRAGADOS USA, INC.

By: _____
Name: _____
Title: _____

**VINCI CONSTRUCTION GRANDS
PROJETS**

By: _____
Name: _____
Title: _____

FLATIRON CONSTRUCTORS, INC.

By: _____
Name: _____
Title: _____

DODIN CAMPENON BERNARD

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this First Amendment to the Comprehensive Agreement Relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project as of the date first written above.


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

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

HAMPTON ROADS CONNECTOR PARTNERS,
as Design-Builder

By: Its Members

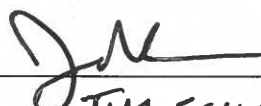
DRAGADOS USA, INC.

By:  _____
Name: JOSE A. LOPEZ-MONÍS
Title: PRESIDENT / CEO

**VINCI CONSTRUCTION GRANDS
PROJETS**

By: KADRI PATRICK
Name: KA
Title: PRESIDENT CEO

FLATIRON CONSTRUCTORS, INC.

By:  _____
Name: JIM SCHNEIDERMAN
Title: SENIOR VICE PRESIDENT

DODIN CAMPENON BERNARD

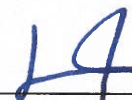
By:  _____
Name: KADRI PATRICK
Title: PRESIDENT

EXHIBIT 10A**ADDITIONAL PRICE ADJUSTMENT FOR FUEL**

In addition to those fuel items designated for price adjustment in Design-Builder's Price Proposal dated February 2019 and incorporated in the Contract Documents under the provisions of Exhibit 10, the additional fuel items in this Exhibit 10A are also eligible for price adjustment under the following provisions.

Design-Builder shall submit its monthly Application for Payment with an adjustment up or down as appropriate for cost changes in fuel used on specific items of Work identified in this Exhibit 10A, using the fuel factors below with the computation methodology in Exhibit 10.

The Base Index Price for items in this Exhibit 10A will be calculated using the data from the month preceding the receipt of bids, i.e. January 2019. The Current Index Price for these items will be calculated using the data from the month preceding the Application for Payment in which the respective quantity is paid.

Item Description	Fuel Factor	Approx. Quantity	Unit
Soil Mix / Jet Grouting	2.182	194,815	CY
Slurry Wall	2.182	126,853	CY
Electrical Dist., Tunnel & Islands	22.137	19,992	LF
Lighting, Tunnel & Islands	6.810	19,992	LF
ITS, Tunnel & Islands	13.127	19,992	LF
Electrical Dist., Trestles	1.367	17,144	LF
Pile Driving, Marine	116.057	1706	EA
Precast Cap Installation, Marine	469.015	573	EA
Precast Girder Installation, Marine	106.146	1980	EA
Reinforcing Steel, Marine	0.004	22,416,827	LB
Waterline Relocation, Marine	9.088	5635	LF
Structure Demolition, Marine	1.124	681,834	SF

EXHIBIT 15A**INDEX-ADJUSTED COMMODITIES**

Design-Builder may elect to seek price adjustment under the following provisions for the materials and commodities specified in this Exhibit 15A, which are used as part of Design-Builder's marine operations and otherwise necessary for construction of the Tunnel Improvements.

Design-Builder shall submit its monthly Application for Payment with an adjustment up or down as appropriate for cost changes on specific items of Work identified in this Exhibit 15A, using the computation methodology below.

For each commodity index code, as published in standard industry sources, the Base Index Rate for items in this Exhibit 15A will be calculated using the data from the month bids were received, i.e., February 2019. The Current Index Rate for these items will be calculated using the data from the month preceding the Application for Payment in which the respective quantity is paid.

The base price for individual units of work is as shown. Computation for adjustment will be made as follows:

$$S = ((E - B)/B) \times P \times Q$$

Where: S = Monetary amount of adjustment (plus or minus)

B = Base index rate

E = Current index rate

P = Base price for individual units of Work

Q = Quantity of individual units of Work

Item Description	Commodity Index Code	Base Index Rate	Approx. Quantity	Unit	Base Unit Price
Precast Tunnel Segments (w/o Steel Memo Fiber & Reinf.)	1334	273.8	2,387	RING	\$34,278.34
54" Concrete Cylinder Piles, Marine	1335	231.3	102,578	LF	\$214.11
85" Precast Bulb-Tee Girders, Marine	1335010711	102.5	92,116	LF	\$521.86
Polymer, Water Treatment Plant	6790961	177.6	25,000	TON	\$716.42
CO ₂ , Water Treatment Plant	6790302	352.1	733	TON	\$381.60
Sulfuric Acid, Water Treatment Plant	0613020T1	151.7	2,000	LB	\$0.27
Aluminum Sulfate, Spoils Treatment	061303	335.1	100	TON	\$843.74
Sodium Bicarbonate, Slurry Treatment Plant	061303	335.1	680	TON	\$257.59
Sodium Carbonate, Slurry Treatment Plant	061303	335.1	42	TON	\$184.78
Thinner, Slurry Treatment Plant	06790961	177.6	48	TON	\$36.33
Filter Reducer, Slurry Treatment Plant	06790961	177.6	42	TON	\$4,146.68
Thickener, Slurry Treatment Plant	06790961	177.6	39	TON	\$4,619.48
Ferric Chloride, Slurry Treatment Plant	0613020T	112.3	3,423,894	LB	\$0.18
Sulfuric Acid (93%), Slurry Treatment Plant	0613020T	112.3	7,759,638	LB	\$0.37
Lime, Slurry Line Consumables	06130213	258.7	18,499	TON	\$114.48
Polyacrylamide Flocculant (FLOPAM), Slurry Line Consumables	06790961	177.6	518	TON	\$542.25
Bentonite, Bi-Component Grout & TBM Consumables	13990214C	126.1	19,310	TON	\$231.00
Power Consumption, Tunnel	054221012	100	64,887,985	KWH	\$0.10
Earthwork & Spoils Transportation, Truck	3012	125.2	1,343,350	TON	\$5.86
Tunnel Spoils Transportation, Barge	301302	90.2	1,290,630	TON	\$10.28

Item Description	Commodity Index Code	Base Index Rate	Approx. Quantity	Unit	Base Unit Price
Waterproofing, Walls	0711	208.8	203,370	SF	\$9.14
Waterproofing, Slabs	0711	208.8	316,110	SF	\$6.89
Passive Fire Protection Board	139903	193.6	1,265,906	SF	\$19.80
Tunnel Tile	1344	119.8	441,749	SF	\$9.18
Tunnel Support Buildings	801104	133	116,584	SF	\$233.36
Switchgear	117522	126.8	14	EA	\$462,540
500 kcMIL, MV/LV Cable	10260332	206.2	415,207	LF	\$16.15
350 kcMIL, LV Cable, Low Smoke	10260332	206.2	144,000	LF	\$18.20
#1 Power Distribution Cable	10260332	206.2	12,000	LF	\$3.36
#1/0 Power Distribution Cable	10260332	206.2	9,000	LF	\$3.95
#4 Power Distribution Cable	10260332	206.2	3,000	LF	\$2.31
#4/0 Power Distribution Cable	10260332	206.2	12,000	LF	\$6.73
#4/0 Power Dist. Cable, Low Smoke	10260332	206.2	389,226	LF	\$11.83
#3/0 Power Dist. Cable, Low Smoke	10260332	206.2	286,834	LF	\$10.06
#2/0 Power Dist. Cable, Low Smoke	10260332	206.2	188,431	LF	\$9.09
#1/0 Power Dist. Cable, Low Smoke	10260332	206.2	76,742	LF	\$8.12
#1 Power Dist. Cable, Low Smoke	10260332	206.2	92,732	LF	\$7.50
#2 Power Dist. Cable, Low Smoke	10260332	206.2	515,190	LF	\$7.03
#3 Power Dist. Cable, Low Smoke	10260332	206.2	167,061	LF	\$6.09
#4 Power Dist. Cable, Low Smoke	10260332	206.2	399,661	LF	\$4.71
#6 Power Dist. Cable, Low Smoke	10260332	206.2	544,623	LF	\$3.46

Item Description	Commodity Index Code	Base Index Rate	Approx. Quantity	Unit	Base Unit Price
#8 Power Dist. Cable, Low Smoke	10260332	206.2	1,295,044	LF	\$2.82
#10 Power Dist. Cable, Low Smoke	10260332	206.2	904,195	LF	\$2.40
#12 Power Dist. Cable, Low Smoke	10260332	206.2	447,734	LF	\$1.99
#14 Power Dist. Cable, Low Smoke	10260332	206.2	35,200	LF	\$1.57
5" Conduits & Fitting, Fiberglass	1170216	141.2	9,840	LF	\$44.69
4" Conduits & Fitting, Fiberglass	1170216	141.2	244,008	LF	\$36.60
3" Conduits & Fitting, Fiberglass	1170216	141.2	145,659	LF	\$28.51
2.5" Conduits & Fitting, Fiberglass	1170216	141.2	13,200	LF	\$26.66
2" Conduits & Fitting, Fiberglass	1170216	141.2	3,120	LF	\$21.89
1.5" Conduits & Fitting, Fiberglass	1170216	141.2	9,432	LF	\$17.13
1" Conduits & Fitting, Fiberglass	1170216	141.2	7,056	LF	\$15.42
0.75" Conduits & Fitting, Fiberglass	1170216	141.2	23,136	LF	\$11.57
2" Conduits & Fittings, PVC	1170216	141.2	1,000	LF	\$9.510
4" Conduits & Fittings, PVC	1170216	141.2	46,704	LF	\$33.799
5" Conduits & Fittings, PVC	1170216	141.2	5,744	LF	\$48.870
Fiber Optic Cable, 96 Count	10260333	57.6	28,000	LF	\$2.66
Fiber Optic Cable, 24 Count	10260333	57.6	28,000	LF	\$1.59
Fiber Optic Cable, 96 Count, Low Smoke	10260333	57.6	65,000	LF	\$4.86
Fiber Optic Cable, 24 Count, Low Smoke	10260333	57.6	256,074	LF	\$2.92

Item Description	Commodity Index Code	Base Index Rate	Approx. Quantity	Unit	Base Unit Price
Fiber Optic Cable, 12 Count, Low Smoke	10260333	57.6	19,920	LF	\$2.60
Fiber Optic Cable, 6 Count, Low Smoke	10260333	57.6	100	LF	\$2.27
Fiber Optic Cable, 2 Count, Low Smoke	10260333	57.6	100	LF	\$1.95
Network Cable, Low Smoke	10260301	260.3	450,000	LF	\$2.15
FLS Cable, Low Smoke	10260301	260.3	36,000	LF	\$2.15
0.75" Conduit & Fittings (SS-316)	101706	289.6	155,545	LF	\$11.10
1" Conduit & Fittings (SS-316)	101706	289.6	143,796	LF	\$14.81
1.5" Conduit & Fittings (SS-316)	101706	289.6	74,739	LF	\$22.48
2" Conduit & Fittings (SS-316)	101706	289.6	302,411	LF	\$35.97
2.5" Conduit & Fittings (SS-316)	101706	289.6	22,635	LF	\$49.46
3" Conduit & Fittings (SS-316)	101706	289.6	12,380	LF	\$56.41
4" Conduit & Fittings (SS-316)	101706	289.6	125,400	LF	\$76.61
5" Conduit & Fittings (SS-316)	101706	289.6	3,120	LF	\$104.03
10" Pipe & Fittings, Drainage (SS-316)	101706	289.6	500	LF	\$154.22
12" Pipe & Fittings, Drainage (SS-316)	101706	289.6	500	LF	\$185.73
15" Pipe & Fittings, Drainage (SS-316)	101706	289.6	5,500	LF	\$217.23
18" Pipe & Fittings, Drainage (SS-316)	101706	289.6	10,100	LF	\$248.74
UPS Cabinets	107301C	113.4	28	EA	\$68,562.87
CCTV Cameras	11760303	130.8	229	EA	\$35,875.75
Lane Use Signs	11760303	130.8	52	EA	\$14,517.09

Item Description	Commodity Index Code	Base Index Rate	Approx. Quantity	Unit	Base Unit Price
SCADA/Fire Cabinets	117605	113.2	82	EA	\$18,385.13
Junction Boxes, Lighting	107301C	113.4	3,442	EA	\$1,177.50
Junction Boxes, Electrical/Comm., Tunnel	107301C	113.4	520	EA	\$1,545.75
Junction Boxes, Communication, Trestle	107301C	113.4	96	EA	\$1,177.50
Steel Retaining Wall (Cofferdam & Approaches)	101/1017 AVG	225.5	2,688	LF	\$2,687.80
Bund Rock, South Island Expansion	1321	343.9	44,411	TON	\$44.96
Bund Rock, North Island Expansion	1321	343.9	184,191	TON	\$44.96
Sand Fill, Type 1 (BR-10), North Island Exp.	1321	343.9	91,919	TON	\$5.46
Sand Fill, Type 2 (Jack 21A Blend), SI Exp.	1321	343.9	29,152	TON	\$18.81
Sand Fill, Type 2 (Jack 21A Blend), NI Exp.	1321	343.9	329,299	TON	\$18.81
Armor Rock, Type 1, South Island Expansion	13210121	332.1	37,401	TON	\$54.63
Armor Rock, Type 1, North Island Expansion	13210121	332.1	22,576	TON	\$54.63
Armor Rock, Type 2, North Island Expansion	13210121	332.1	39,472	TON	\$53.28
Armor Rock, Type 3, South Island Expansion	13210121	332.1	26,800	TON	\$52.75
Armor Rock, Type 3, North Island Expansion	13210121	332.1	24,716	TON	\$52.75
Armor Rock, Type 4, North Island Expansion	13210121	332.1	29,399	TON	\$49.86
Armor Rock, Type 5, North Island Expansion	13210121	332.1	5,774	TON	\$45.47
400 kcMIL, MV/LV Cable	10260332	206.2	100	LF	\$17.17
300 kcMIL, MV/LV Cable	10260332	206.2	39,680	LF	\$17.20
250 kcMIL, MV/LV Cable	10260332	206.2	383,313	LF	\$16.75
Bare Copper Cable, Equip. & Building Grounding Network	10260332	206.2	5,000	LF	\$8.50

Item Description	Commodity Index Code	Base Index Rate	Approx. Quantity	Unit	Base Unit Price
#3/0 Power Distribution Cable	10260332	206.2	30,000	LF	\$5.81
#2/0 Power Distribution Cable	10260332	206.2	30,000	LF	\$4.88
#6 Power Distribution Cable	10260332	206.2	30,000	LF	\$2.00
3.5" Conduits & Fittings, Fiberglass	1170216	141.2	34,236	LF	\$32.55
1.25" Conduits & Fittings, Fiberglass	1170216	141.2	3,120	LF	\$16.28
3" Conduits & Fittings, PVC	1170216	141.2	1,000	LF	\$21.66
1.25" Conduits & Fittings (SS-316)	101706	289.6	21,000	LF	\$18.64
Fiber Optic Cable, 8 Count, Low Smoke	10260333	57.6	72,000	LF	\$2.43
TBM Support Consum., Hydraulic Oils	0576	430.9	15,903	Tun-Ft	\$98.95
TBM Support Consum., Greases	057604	408.1	15,903	Tun-Ft	\$2.33
TBM Support Consum., Tooling & Spare Parts	119253	244.7	15,903	Tun-Ft	\$397.49
TBM Support Consum., STP Maint. Parts	114908053	111.6	15,903	Tun-Ft	\$144.67
24" Sq. Conc. Piles, Marine	1335	231.3	12,750	LF	\$49.02
24" Sq. Conc. Piles, South Island Exp.	1335	231.3	13,405	LF	\$49.02
30" Sq. Conc. Piles, South Island Exp.	1335	231.3	20,670	LF	\$214.11
29" Precast Bulb-Tee Girder, Marine	1335010711	102.5	36,026	LF	\$390.98
37" Precast Bulb-Tee Girder, Marine	1335010711	102.5	3,635	LF	\$219.66

EXHIBIT 15B**ESCROW-ADJUSTED COMMODITIES**

Following Design-Builder's submission of documentation substantiating Design-Builder's incurrence of costs with the respect to the items listed in this Exhibit 15B:

1. In the event the incurred cost exceeds the amount established in the Escrow Proposal Documents, Department will reimburse Design-Builder for each item the amount equal to the difference between the actual cost incurred by Design-Builder and the base pricing set forth in the Escrow Proposal Documents.
2. In the event the incurred cost is less than the amount established in Escrow, Department will deduct the amount equal to the difference between the actual cost incurred by Design-Builder and the base pricing set forth in the Escrow Proposal Documents, less a five percent (5%) discount applied to such amount, from amounts owed to Design-Builder.

Item Description	Base Pricing*
Jet Grouting	\$33,007,273
Flood Gates	\$7,000,000
Spoils Disposal (Dominion & Holland)	\$8,870,877
Deep Soil Mixing	\$6,312,087
Ancillary / Auxiliary Equipment	\$6,013,440
Electrical, Early TBM Support	\$13,368,088
Tunnel MEP & Support	\$100,228,000
Dominion Substation Works	\$15,925,000

* *As shown in Escrow Proposal Documents.*

EXHIBIT 28**FUNDING ADVANCES****1. General**

- a. Design-Builder has represented to Department that Design-Builder will be able to improve the prompt and efficient performance of Work under the Revised Baseline Schedule (as defined in Appendix A hereto) if Design-Builder has access to additional working capital.
- b. Design-Builder has investigated options for gaining access to such additional working capital and has determined that the most effective solution would be for Department to advance short-term, designated Project funds to Design-Builder on a monthly basis that Design-Builder will (i) apply toward eligible Project costs and expenses (as further described in Section 3 below), and (ii) credit against Design-Builder's Applications for Payment in respect of such eligible Project costs and expenses (such advances of short-term, designated Project funds, the "**Funding Advances**").
- c. Design-Builder has requested that Department provide the Funding Advances and has provided Department with documentation supporting such request, as described in Section 4 of Appendix A to the First Amendment. The Parties acknowledge and agree that: (i) the Funding Advances shall be self-liquidating over time through documented and accepted performance of the Work and (ii) remain assets of the Department and/or the Hampton Roads Transportation Accountability Commission ("**HRTAC**"), and not assets of Design-Builder, until such time as the proceeds of the Funding Advances are disbursed from the Funding Advances Account to the Disbursement Account (as defined and further described in Section 4 below).
- d. Under no circumstances shall the Funding Advances be deemed to be an increase in the Contract Price, nor create entitlement to an increase in the Maximum Cumulative Compensation Amount.
- e. After considering the information presented by Design-Builder described in subsection (c) above, and in reliance upon the representations, warranties, and covenants set forth in this Exhibit 28, Department has elected to establish a system through which Design-Builder may receive disbursements of Funding Advances from Department, subject to the terms and conditions set forth herein. The total aggregate amount of all Funding Advances outstanding from time to time will in no case exceed the lesser of (i) two hundred fifty million dollars (\$250,000,000) or (ii) the value of the Work to be performed during the applicable period of time (as more specifically described below), unless otherwise agreed by Department in its sole discretion.

2. Funding Advance System

- a. Notwithstanding anything to the contrary in the Contract Documents, and subject to the terms set forth herein (including, without limitation, the aggregate cap on the Funding Advances that may be outstanding from time to time set forth in Section 1(e) above and Department's rights to recover outstanding Funding Advances and/or suspend or terminate the provision of Funding Advances as described in Sections 4, 5, and 6 below), the system for providing Funding Advances is established as follows:
- (i) Prior to Department making any Funding Advances available for disbursement to Design-Builder, Design-Builder will submit to Department a table setting forth the anticipated amount per month of each future Application for Payment, which such anticipated amounts must correspond to the Revised Baseline Schedule (such table, the "**Target Earnings Schedule**"). For purposes of administering Funding Advances, the Target Earnings Schedule will be deemed fixed and not subject to change.
 - (ii) Department will administer Funding Advances on rolling three (3)-month periods in the Revised Baseline Schedule (each rolling period, a "**Covered Period**"), subject to the terms of Section 2(c). The first Covered Period will commence beginning with the month following the Effective Date.
 - (iii) Each month thereafter, the Covered Period will roll forward by one (1) month. Upon each roll forward of the Covered Period, the first month from the immediately preceding Covered Period (the "**Dropped Month**") will be dropped from the then-current Covered Period and replaced with the month that followed the last month in the immediately preceding Covered Period (each, a "**Replacement Month**").
 - (iv) On or before the tenth (10th) day of the first Covered Period, provided that the requirements of Section 4 relating to the creation of the Funding Advances Account and the Disbursement Account and Department's perfection of a security interest in the Disbursement Account have been satisfied, Design-Builder will be entitled to invoice Department for the first Funding Advance, the total of which will be an amount equal to the total aggregate amount shown on the Target Earnings Schedule for the three (3) months included in the first Covered Period.
 - (v) Design-Builder will maintain a ledger (the "**Ledger**") that tracks the total amount of Funding Advances made available by Department and disbursed from the Funding Advances Account to the Disbursement Account pursuant to this Exhibit 28. The first entry shown in the Ledger will be an amount equal to the amount of the first Funding Advance invoiced by Design-Builder pursuant to Section 2(a)(iv).

- (vi) On or before the tenth (10th) day of each subsequent month following Design-Builder's submission of the invoice for the first Funding Advance, Design-Builder will invoice Department, on a standalone basis, for additional Funding Advances. Each such invoice will include the following:
- A. documentation showing Work performed since submission of the last invoice;
 - B. the "**Dropped Month Performance Adjustment Amount**," which will be an amount, positive or negative, equal to the value of Work performed during the Dropped Month *minus* the amount set forth in the Target Earnings Schedule for such Dropped Month;
 - C. the "**Adjusted Ledger Amount**," which will be, in respect of an applicable Covered Period, an amount, positive or negative, equal to the Baseline Ledger Amount in respect of that Covered Period *plus* an aggregate amount equal to the sum of all Dropped Month Performance Adjustment Amounts in respect of all Dropped Months as of the end of the first month in such Covered Period;
 - D. the "**Baseline Ledger Amount**," which will be, in respect of an applicable Covered Period, the total aggregate amount shown on the Target Earnings Schedule for the three (3) months included in such Covered Period;
 - E. the "**Rolled Ledger Amount**," which will be an amount equal to the Adjusted Ledger Amount (as determined in accordance with Section 2(a)(vi)(C)) in respect of the immediately preceding Covered Period *minus* the value of Work performed during the Dropped Month (i.e., the first month from such immediately preceding Covered Period); and
 - F. the written certifications described in Section 2(e).

The total amount of the Funding Advance requested in each such invoice will be an amount equal to the Adjusted Ledger Amount (as determined in accordance with Section 2(a)(vi)(C)) in respect of the then-applicable Covered Period *minus* the Rolled Ledger Amount (as determined in accordance with Section 2(a)(vi)(E)) (such difference, the "**Advance Amount**").

- b. If in any three (3) successive months the cumulative value of the Dropped Month Performance Adjustment Amounts shows an over- or under-performance of more than twenty percent (20%), Design-Builder and Department shall meet and confer

regarding the need to amend the Revised Baseline Schedule and the Target Earnings Schedule to ensure that the Revised Baseline Schedule and the Target Earnings Schedule properly align with, and are reflective of, the schedule of execution of the Work and the Contract Times, unless Department otherwise determines, in its sole discretion, that such amendments are not necessary.

- c. Subject to the limitation on the total amount of all Funding Advances that may be outstanding from time to time as further described in Section 1(e), Design-Builder will be entitled to include in any Funding Advance invoice submitted following the first Funding Advance invoice the value of certain commodities, materials, or other elements (including, for example, equipment that will be incorporated into the Work, such as jet fans) required for the Work having lead/procurement times that exceed the duration of the then-applicable Covered Period (such commodities, materials, or other elements, collectively, the “**Specialty Items**”). If Design-Builder wishes to include the value of any Specialty Item in a Funding Advance invoice, Design-Builder will include as part of the relevant invoice the completed form set forth in Schedule 1 to this Exhibit 28. If the Department approves the Specialty Item(s) included as part of Design-Builder’s Funding Advances invoice the following shall apply.
- (i) The Adjusted Ledger Amount used to calculate the Advance Amount will be increased (subject to the Section 1(e) limitation) to include the requested value of each approved Specialty Item (such increased amount with respect to each approved Specialty Item, the “**Specialty Item Adjustment**”), until such time as the value of the relevant Specialty Item is included within any Dropped Month. Once the value of the relevant Specialty Item is included in a Dropped Month, the corresponding Specialty Item Adjustment will be reduced by an amount equal to the amount specified by Design-Builder with respect to such Specialty Item as being assigned to such Dropped Month at the time of Design-Builder’s initial request for funding with respect to such Specialty Item.
- (ii) In order to avoid double-counting, once a dollar amount is advanced in respect of a Specialty Item (meaning, for clarity, that such dollar amount is reflected in the relevant Advance Amount at a point in time prior to when such Specialty Item otherwise could be included in the corresponding Covered Period), such dollar amount will be deemed deducted from the Target Earnings Schedule (and thus not included in the calculated Baseline Ledger Amounts) *solely* for purposes of calculating subsequent Advance Amounts (with the intent being to avoid having the calculation of subsequent Advance Amounts reflect the value of Specialty Items already reflected in previous Advance Amounts).
- (iii) For clarity, for purposes of calculating the Dropped Month Performance Adjustment Amount in any given month, the Target Earnings Schedule used for purposes of such calculation will *not* reflect any “deemed”

deduction with respect to any Special Item(s) as described in Section 2(c)(ii).

- d. The Funding Advances shall not: (x) increase the Contract Price; (y) modify the Target Earnings Schedule; or (z) modify the Maximum Cumulative Compensation Amount.
- e. As part of (x) each invoice submitted by Design-Builder to Department in respect of a Funding Advance and (y) each disbursement request submitted by Design-Builder to the Funding Advances Escrow Agent, Design-Builder shall include a written certification confirming that, as of the date of such invoice or disbursement request, as applicable, (1) the representations and warranties set forth in Section 7(e) of this Exhibit 28 are true and correct and (2) none of the events described in Section 11.2.1 of the General Conditions of Contract has occurred.
- f. An illustrative example showing the relevant calculations to be included as part of each Funding Advances invoice is set forth in Schedule 2 to this Exhibit 28.
- g. In addition to the requirements set forth in Section 2(b), from time to time following the implementation of the Funding Advances, the Parties will meet and confer to evaluate the operation and administration of the Funding Advances system and consider, in good faith, modifications, if any, to the Parties' practices with respect to the administration of the Funding Advances system that may be necessary or desirable to more closely align the operation of the Funding Advances system with the intent of the Parties, as reflected in this Exhibit 28. Such modifications may include, for example, adjustments to the Revised Baseline Schedule and the Target Earnings Schedule, and adjustments to the form and contents of Funding Advance invoices.

3. Use and Administration of Funding Advance Proceeds

- a. Design-Builder may only use the proceeds of the Funding Advances made available by Department pursuant to this Exhibit 28 to pay for properly allocable, allowable, and reasonable costs and expenses for direct materials, direct labor, and indirect costs associated with the Project; *provided* that, for the avoidance of doubt, all such costs and expenses are otherwise eligible for payment by Department pursuant to the terms of the Contract Documents. In paying such costs, Design-Builder shall give priority to the payment of Design Consultants and Subcontractors.
- b. For Work covered by the Target Earnings Schedule, Design-Builder shall continue to submit Applications for Payment in accordance with Section 7.1.2 of the Comprehensive Agreement and Department shall continue to process such Applications for Payment in accordance with Section 7.1.3 of the Comprehensive Agreement; *provided, however*, Department's payment obligation in respect of each approved Application for Payment shall be deemed satisfied by Department delivering to Design-Builder a written notice that: (i) describes (x) the Work

covered by such Application for Payment that has been performed and (y) the value thereof; and (ii) states that such value has been earned and shall be offset against, on a dollar-for-dollar basis, Design-Builder's obligation to repay the Funding Advances.

- c. Amounts offset by Department pursuant to Section 3(b) shall:
 - (i) be identified separately by Department from other deductions, offsets, or withholdings Department is entitled to make in the ordinary course pursuant to the terms of the Contract Documents; and
 - (ii) otherwise be in addition to, and not in lieu of, any remedies (including, without limitation, rights to withhold, deduct, or offset) that Department is otherwise entitled to exercise pursuant to the terms of the Contract Documents.
- d. Without limiting the foregoing:
 - (i) Design-Builder shall not use the proceeds (or any interest thereon) of any Funding Advance to pay any costs, expenses, or debts unrelated to the Project and Design-Builder's design, construction, and other services required by the Contract Documents; and
 - (ii) Design-Builder shall not use the proceeds (or any interest thereon) of any Funding Advance to pay costs and expenses incurred or attributable to any event or circumstance for which Design-Builder has made a request for relief (or provided an intent to make a request for relief or other form of reservation of rights) pursuant to Section 10 of the General Conditions of Contract that remains pending or otherwise unresolved as of the Effective Date.
- e. All interest earned on the proceeds of the Funding Advances on deposit in the Funding Advances Account shall be the property of Department.
- f. Design-Builder shall furnish to Department: (i) monthly, or at other intervals as required, a cash flow report showing Design-Builder's bank account balances, together with Design-Builder's detailed bank account statements; and (ii) if reasonably requested, other information concerning the operation of the Funding Advances mechanism. Design-Builder shall provide the authorized Department representatives proper facilities for inspection and audit of Design-Builder's books, records, and accounts.

4. Funding Advances Account & Disbursement Account

- a. No later than ten (10) Business Days following the Effective Date, (i) the Parties shall establish an interest-bearing escrow account (the "**Funding Advances**

Account”), of which Department shall be considered the owner, to be held and controlled by a third party (the “**Funding Advances Escrow Agent**”) to be agreed to between the Parties and (ii) Design-Builder shall establish an interest-bearing account (the “**Disbursement Account**”) that is a segregated account and otherwise not commingled with any of Design-Builder’s assets.

- b. Within three (3) Business Days of establishing the Disbursement Account, Design-Builder shall provide to Department the details of the Disbursement Account, including the name, address, and contact information for the depository institution and the account number.
- c. All amounts made available by Department in respect of the Funding Advances following Department’s receipt and approval of invoices from Design-Builder (as further described in Section 2) shall be deposited and held in the Funding Advances Account until such time as amounts are disbursed to the Disbursement Account, in accordance with this Section 4, to pay eligible Project costs and expenses pursuant to the terms of this Exhibit 28, including, but not limited to, Section 3.
- d. Design-Builder shall be entitled to submit requests for disbursements, in the form set forth in Schedule 3 to this Exhibit 28, to the Funding Advances Escrow Agent no more frequently than once per week in order to pay eligible Project costs and expenses. Concurrently with such submission, Design-Builder shall deliver a copy of the request to Department. The Funding Advances Escrow Agent shall be required to make the requested disbursements to the Disbursement Account provided that (i) Design-Builder has submitted the requisite form of disbursement request and (ii) Department has not, within five (5) Business Days of the date on which Design-Builder has submitted its disbursement request to the Funding Advances Escrow Agent (with a copy to Department), delivered to the Funding Advances Escrow Agent written notice stating that Funding Advances have been suspended or terminated pursuant to Department’s rights under the Contract Documents, including, without limitation, this First Amendment. Following the Funding Advances Escrow Agent’s disbursement of the proceeds of the Funding Advances from the Funding Advances Account to the Disbursement Account, Design-Builder shall be entitled to use the proceeds of the Funding Advances on deposit in the Disbursement Account to pay eligible Project costs and expenses pursuant to the terms of this Exhibit 28, including, but not limited to, Section 3.
- e. Design-Builder shall grant to Department a first priority security interest in the Disbursement Account. Design-Builder shall carry out such further acts as Department may reasonably request in order for Department to perfect and achieve such security interest in the Disbursement Account, including, but not limited to, entering into a deposit account control agreement in form and substance reasonably satisfactory to Department.

- f. Design-Builder shall not assign its rights with respect to the Funding Advances Account or Disbursement Account or grant or pledge a security interest to any third party in relation to the Disbursement Account.
- g. Design-Builder shall reimburse Department on a quarterly basis for Department's third-party costs incurred with respect to the establishment and administration of the Funding Advances Account. Design-Builder shall pay such reimbursement to Department within thirty (30) days of receiving an invoice from Department with respect to such third-party costs. Amounts paid by Design-Builder to Department pursuant to this Section 4.g shall be borne solely by Design-Builder and shall not be eligible for payment by Department pursuant to any Application for Payment.

5. Suspension of Funding Advances; Offsets

- a. No later than six (6) months after the start of the first Covered Period, and continuing at each six (6) -month interval thereafter while Funding Advances continue to be implemented, Department will conduct a review and determine, in its sole discretion, whether to suspend or continue to implement Funding Advances. Any additional duration will be as determined in Department's sole discretion.
- b. Upon suspension of the Funding Advances, as determined by Department pursuant to Section 5.a: (i) any portion of the Funding Advances that remain unearned by Design-Builder or for which Design-Builder has not repaid Department shall become immediately due and payable by the Design-Builder to Department; and (ii) Department shall have the right to offset the Funding Advances that remain unearned by Design-Builder or for which Design-Builder has not repaid Department from subsequent amounts payable to Design-Builder pursuant to the terms of the Contract Documents. As between Design-Builder and Department, Department shall have sole discretion with respect to determining the method, amount, and timing of such offsets.
- c. In addition to any suspension of the Funding Advances as determined by Department pursuant to Section 5.a, Department shall be entitled to suspend the Funding Advances in its sole discretion if, within six (6) months after the start of the first Covered period, all procedural steps have not been satisfied under Section 10.2.2 of the General Conditions of Contract in order for the Steering Committee to consider any remaining Type II and Type IV Disputes pursuant to Section 10.2.2 of the General Conditions of Contract.
- d. Department shall be entitled to unilaterally withdraw all funds on deposit in the Funding Advances Account upon suspension of the Funding Advances pursuant to this Section 5.

6. Termination of Funding Advances

- a. If any of the following events occurs, Department may, by written notice to Design-Builder, terminate the Funding Advance system described in this Exhibit 28 with immediate effect:
- (i) the occurrence of any event described in Section 11.2.1 of the General Conditions of Contract;
 - (ii) any representation or warranty made by Design-Builder as part of any invoice or disbursement request in respect of a Funding Advance is false or materially misleading in any respect on the date made;
 - (iii) Design-Builder fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Exhibit 28, which failure materially and adversely affects Department's ability to recover from Design-Builder any portion of the Funding Advances that have not been earned by Design-Builder or for which Design-Builder has not repaid Department, and such failure continues without cure for a period of thirty (30) days following the date Department delivers to Design-Builder written notice thereof;
 - (iv) Design-Builder fails to maintain a financial condition adequate for the performance of its obligations under the Comprehensive Agreement;
 - (v) Design-Builder fails to maintain in effect the insurance or the Performance Security as and when required pursuant to the terms of the Contract Documents;
 - (vi) Design-Builder or any Guarantor (x) admits, in writing, that it is unable to pay its debts as they become due, (y) makes an assignment for the benefit of its creditors, or (z) institutes or has instituted against it a case under the United States Bankruptcy Code or any foreign insolvency or bankruptcy laws;
 - (vii) one or more judgments for the payment of money in an aggregate amount in excess of one million dollars (\$1,000,000) and not otherwise covered by insurance shall be rendered against Design-Builder and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Design-Builder to enforce any such judgment;
 - (viii) the Comprehensive Agreement shall expire or be terminated (whether by reason of default thereunder or by mutual agreement of the Parties or otherwise), or for any reason cease to be in full force and effect; and

-
- (ix) the terms set forth in this Exhibit 28 become or are declared by a court of competent jurisdiction to be void, voidable, illegal, or unenforceable, or Design-Builder or any Guarantor contests in any manner the validity or enforceability of the terms set forth in this Exhibit 28.
 - b. Department shall be entitled to unilaterally withdraw all funds on deposit in the Funding Advances Account upon termination of the Funding Advances pursuant to this Section 6.
 - c. Notwithstanding anything to the contrary set forth in the Contract Documents, upon the termination of the Funding Advance system pursuant to this Section 6: (i) any portion of the Funding Advances that remain unearned by Design-Builder or for which Design-Builder has not repaid Department shall become immediately due and payable by Design-Builder to Department and (ii) Department shall have the right to offset the Funding Advances that remain unearned by Design-Builder or for which Design-Builder has not repaid Department from subsequent amounts payable to Design-Builder pursuant to the terms of the Contract Documents. As between Design-Builder and Department, Department shall have sole discretion with respect to determining the method, amount, and timing of such offsets. The obligation of Design-Builder to repay any relevant portion of the Funding Advances as described in this Exhibit 28 shall survive the termination or earlier expiration of the Contract Documents.

7. Miscellaneous

- a. Department's failure to comply with any of its obligations set forth herein shall not constitute a Delay Event, a Compensation Event, or otherwise entitle Design-Builder to stop work pursuant to Section 11.3 of the General Conditions of Contract or terminate the Comprehensive Agreement for cause pursuant to Section 11.4 of the General Conditions of Contract.
- b. Department and Design-Builder acknowledge and agree that the terms and conditions of Section 7.5 of the Comprehensive Agreement shall apply with respect to the Funding Advances and Design-Builder's use of the proceeds of the Funding Advances.
- c. All Funding Advances shall be secured, when made, by a lien in favor of Department, paramount to all other liens, on the payments to be received by Design-Builder for the Work associated with any Funding Advance, and Department shall have valid title to the supplies, materials, or other property related to any Funding Advance as against other creditors of Design-Builder.
- d. If Department later determines that Department's security interest in the Disbursement Account is inadequate to protect Department's interests with respect to Funding Advances that are unearned by Design-Builder, Design-Builder

shall execute such further documents needed to establish or perfect Department's first priority security interest, or furnish additional security satisfactory to Department, to the extent that such security is available.

- e. In accepting the Funding Advances, Design-Builder represents and warrants the following:
- (i) the balance sheet, the profit and loss statement, and any other supporting financial statements furnished to Department fairly reflect the financial condition and results of operations of Design-Builder at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of Design-Builder;
 - (ii) no litigation or proceedings have been filed or, are presently pending or threatened against Design-Builder, to the knowledge of Design-Builder (after due inquiry), that could reasonably be expected to result in a material adverse effect on (x) the business, operations, properties, or condition (financial or otherwise) of Design-Builder or (y) the ability of Design-Builder to perform or comply with any of its material obligations under the Comprehensive Agreement;
 - (iii) Design-Builder has disclosed all contingent liabilities, in the financial statements furnished to Department;
 - (iv) Design-Builder's acceptance of the Funding Advances is not in conflict with or will not result in a default or violation of (x) the governing instruments of Design-Builder or any other agreements or instruments to which it is a party or by which it is bound or (y) to Design-Builder's knowledge, any Legal Requirement;
 - (v) Design-Builder is duly authorized to accept the Funding Advances and the terms of this Exhibit 28 constitute a valid and legally binding obligation of Design-Builder, enforceable against it in accordance with the terms hereof;
 - (vi) the assets of Design-Builder are not subject to any lien or encumbrance of any character except as shown in the financial statements furnished by Design-Builder and there is no current assignment of claims under any contract affected by the terms of this Exhibit 28; and
 - (vii) all information furnished by Design-Builder to Department in connection with each invoice in respect of a Funding Advance is true and correct.

SCHEDULE 1

SPECIALTY ITEMS REQUEST FORM

[DESIGN-BUILDER LETTERHEAD]

**I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT
FUNDING ADVANCE DISBURSEMENT REQUEST
SPECIALTY ITEMS REQUEST FORM**

Date:

Funding Advance Invoice Number:

ATTN: [Insert Contact Details for Accompanying Invoice Submission]

Re: Request to Include Funding for Specialty Item(s) as Part of Funding Advance Invoice.

Pursuant to Section 2(c) of Exhibit 28 to the Comprehensive Agreement, Design-Builder hereby requests that funding for the following Specialty Items be included as part of the Funding Advance described in invoice number []:

[Describe Specialty Items, Costs, and Anticipated Schedule for Incorporation Into Work]

HAMPTON ROADS CONNECTOR PARTNERS

By: _____
Authorized Representative

SCHEDULE 2

EXAMPLE FUNDING ADVANCES INVOICING WORK FLOW

[See attached]

Proposed Change to CA Amendment Description of Advanced Payment Process

Period	Description	HRCP Information		Funding Advances Account				Disbursement Account		
		Invoice to VDOT	Request to VDOT	Cash into FAA	FAA Ledger Amount	Disbursement Made to HRCP	Actual FAA Balance for HRCP	Paid	HRCP Billing Offset	HRCP Debt
November	Week 1	HRCP submits Covered Period 1 Funding Request	\$ 117.58							
	Week 2	VDOT grants Covered Period 1 Advance to FAA			\$ 117.58	\$ 117.58	\$ 117.58			\$ -
	Week 2	Request - Funding Advance (received & paid) #1		\$ 12.50			\$ 12.50	\$ 105.08	\$ 12.50	\$ 12.50
	Week 3	Request - Funding Advance (received & paid) #2		\$ 12.50			\$ 12.50	\$ 92.58	\$ 12.50	\$ 25.00
	Week 4	Request - Funding Advance (received & paid) #3		\$ 12.50			\$ 12.50	\$ 80.08	\$ 12.50	\$ 37.50
December	Week 5	Request - Funding Advance (received & paid) #4		\$ 12.50			\$ 12.50	\$ 67.58	\$ 12.50	\$ 50.00
	Week 6	HRCP Submits Invoice 1 for Work Performed in November	\$ 41.70				\$ 67.58			\$ 50.00
	Week 7	Request - Funding Advance (received & paid) #5		\$ 12.50			\$ 12.50	\$ 55.08	\$ 12.50	\$ 62.50
	Week 8	Invoice 1 adjustments occur			\$ 35.89	\$ 111.77	\$ 90.97		\$ 41.70	\$ 20.80
	Week 8	Request - Funding Advance (received & paid) #6		\$ 12.50			\$ 12.50	\$ 78.47	\$ 12.50	\$ 33.30
January	Week 9	Request - Funding Advance (received & paid) #7	\$ -	\$ 12.50			\$ 12.50	\$ 65.97	\$ 12.50	\$ 45.80
	Week 10	HRCP Submits Invoice 2 for Work Performed in December	\$ 37.90							
	Week 10	Request - Funding Advance (received & paid) #8		\$ 12.50			\$ 12.50	\$ 53.47	\$ 12.50	\$ 58.30
	Week 11	Request - Funding Advance (received & paid) #9		\$ 12.50			\$ 12.50	\$ 40.97	\$ 12.50	\$ 70.80
	Week 12	Invoice 2 adjustments occur			\$ 44.47	\$ 118.34	\$ 85.44		\$ 37.90	\$ 32.90
February	Week 13	Request (received & paid) #10		\$ 12.50			\$ 12.50	\$ 72.94	\$ 12.50	\$ 45.40
	Week 14	Request (received & paid) #11		\$ 12.50			\$ 12.50	\$ 60.44	\$ 12.50	\$ 57.90
	Week 14	HRCP Submits Invoice 3 for Work Performed in January	\$ 38.00							
March	Week 15	Request (received & paid) #12		\$ 12.50			\$ 12.50	\$ 47.94	\$ 12.50	\$ 70.40
	Week 16	Request (received & paid) #13		\$ 25.00			\$ 25.00	\$ 22.94	\$ 25.00	\$ 95.40
	Week 16	Invoice 3 adjustment occur			\$ 35.75	\$ 116.09	\$ 58.69		\$ 38.00	\$ 57.40
	Week 17	Request (received & paid) #14		\$ 12.50			\$ 12.50	\$ 46.19	\$ 12.50	\$ 69.90
	Week 18	Request (received & paid) #15		\$ 12.50			\$ 12.50	\$ 33.69	\$ 12.50	\$ 82.40
	Week 18	HRCP Submits Invoice 4 for Work performed in February	\$ 35.90				\$ 33.69			\$ 82.40
	Week 19	Request (received & paid) #16		\$ 12.50			\$ 12.50	\$ 21.19	\$ 12.50	\$ 94.90
	Week 20	Request (received & paid) #17		\$ 12.50			\$ 12.50	\$ 8.69	\$ 12.50	\$ 107.40
	Week 20	Invoice 4 adjustment occurs			\$ 31.68	\$ 111.87	\$ -	\$ 40.37	\$ 35.90	\$ 71.50
Week 21	Request (received & paid) #18		\$ 12.50			\$ 12.50	\$ 27.87	\$ 12.50	\$ 84.00	
Week 25	Request (received & paid) #19		\$ 12.50			\$ 12.50	\$ 15.37	\$ 12.50	\$ 96.50	

Earnings & Requests

		Target Earnings	Actual Earnings
November	Invoice	\$ 41.68	\$ 41.70
December	Invoice	\$ 37.94	\$ 37.90
January	Invoice	\$ 37.96	\$ 38.00
February	Invoice	\$ 35.85	\$ 35.90
March	Invoice	\$ 44.55	\$ 44.60
April	Invoice	\$ 35.67	\$ 35.70
May	Invoice	\$ 31.58	\$ 31.60
June	Invoice	\$ 33.87	\$ 33.90

	Baseline Ledger Amount	Performance Adjustment	Cumulative Performance Adjustment All Previous Periods	Adjusted Ledger Amount	Months In Covered Period
Covered Period 1	\$ 117.58	\$ 0.02	\$ -	\$ 117.58	Nov, Dec, Jan
Covered Period 2	\$ 111.75		\$ 0.02	\$ 111.77	Dec, Jan, Feb
Covered Period 3	\$ 118.36				Jan, Feb, Mar
Covered Period 4	\$ 116.07				Feb, Mar, Apr
Covered Period 5	\$ 111.80				Mar, Apr, May

Invoice 1 Content

Dropped Month (Month 1) Work Performed	\$ 41.70
Dropped Month (Month 1) Target Earnings	\$ 41.68
Dropped Month Performance Adjustment Amount	\$ 0.02

Additional Cash Into FAA

Covered Period 2 Baseline Ledger Amount	\$ 111.75
Sum of Previous Covered Period Performance Adjustments	\$ 0.02
Covered Period 2 Adjusted Ledger Amount	\$ 111.77

Covered Period 1 Adjusted Ledger Amount	\$ 117.58
Dropped Month (Month 1) Work Performed	\$ 41.70
Covered Period 1 Rolled Ledger Amount	\$ 75.88

Covered Period 2 Adjusted Ledger Amount	\$ 111.77
Covered Period 1 Rolled Ledger Amount	\$ 75.88
VDOT Additional Cash to FAA	\$ 35.89

	Baseline Ledger Amount	Performance Adjustment	Cumulative Performance Adjustment All Previous Periods	Adjusted Ledger Amount	Months In Covered Period
Covered Period 1	\$ 117.58	\$ 0.02	\$ -	\$ 117.58	Nov, Dec, Jan
Covered Period 2	\$ 111.75		\$ 0.02	\$ 111.77	Dec, Jan, Feb
Covered Period 3	\$ 118.36				Jan, Feb, Mar
Covered Period 4	\$ 116.07				Feb, Mar, Apr
Covered Period 5	\$ 111.80				Mar, Apr, May

Invoice 2 Content

Dropped Month (Month 2) Work Performed	\$ 37.90
Dropped Month (Month 2) Target Earnings	\$ 37.94
Dropped Month Performance Adjustment Amount	\$ (0.04)

Additional Cash Into FAA

Covered Period 3 Baseline Ledger Amount	\$ 118.36
Sum of Previous Covered Period Performance Adjustments	\$ (0.02)
Covered Period 3 Adjusted Ledger Amount	\$ 118.34

Covered Period 2 Adjusted Ledger Amount	\$ 111.77
Dropped Month (Month 2) Work Performed	\$ 37.90
Covered Period 2 Rolled Ledger Amount	\$ 73.87

Covered Period 3 Adjusted Ledger Amount	\$ 118.34
Covered Period 2 Rolled Ledger Amount	\$ 73.87
VDOT Additional Cash to FAA	\$ 44.47

	Baseline Ledger Amount	Performance Adjustment	Cumulative Performance Adjustment All Previous Periods	Adjusted Ledger Amount	Months In Covered Period
Covered Period 1	\$ 117.58	\$ 0.02	\$ -	\$ 117.58	Nov, Dec, Jan
Covered Period 2	\$ 111.75	\$ (0.04)	\$ 0.02	\$ 111.77	Dec, Jan, Feb
Covered Period 3	\$ 118.36		\$ (0.02)	\$ 118.34	Jan, Feb, Mar
Covered Period 4	\$ 116.07		\$ -		Feb, Mar, Apr
Covered Period 5	\$ 111.80		\$ -		Mar, Arp, May

Invoice 3 Content

Dropped Month (Month 3) Work Performed	\$	38.00
Dropped Month (Month 3) Target Earnings	\$	37.96
Dropped Month Performance Adjustment Amount	\$	0.04

Additional Cash Into FAA

Covered Period 4 Baseline Ledger Amount	\$	116.07
Sum of Previous Covered Period Performance Adjustments	\$	0.02
Covered Period 4 Adjusted Ledger Amount	\$	116.09

Covered Period 3 Adjusted Ledger Amount	\$	118.34
Dropped Month (Month 3) Work Performed	\$	38.00
Covered Period 3 Rolled Ledger Amount	\$	80.34

Covered Period 4 Adjusted Ledger Amount	\$	116.09
Covered Period 3 Rolled Ledger Amount	\$	80.34
VDOT Additional Cash to FAA	\$	35.75

	Baseline Ledger Amount	Performance Adjustment	Cumulative Performance Adjustment All Previous Periods	Adjusted Ledger Amount	Months In Covered Period
Covered Period 1	\$ 117.58	\$ 0.02	\$ -	\$ 117.58	Nov, Dec, Jan
Covered Period 2	\$ 111.75	\$ (0.04)	\$ 0.02	\$ 111.77	Dec, Jan, Feb
Covered Period 3	\$ 118.36	\$ 0.04	\$ (0.02)	\$ 118.34	Jan, Feb, Mar
Covered Period 4	\$ 116.07		\$ 0.02	\$ 116.09	Feb, Mar, Apr
Covered Period 5	\$ 111.80				Mar, Arp, May

Invoice 4 Content

Dropped Month (Month 4) Work Performed	\$ 35.90
Dropped Month (Month 4) Target Earnings	\$ 35.85
Dropped Month Performance Adjustment Amount	\$ 0.05

Additional Cash Into FAA

Covered Period 5 Baseline Ledger Amount	\$ 111.80
Sum of Previous Covered Period Performance Adjustments	\$ 0.07
Covered Period 5 Adjusted Ledger Amount	\$ 111.87
Covered Period 4 Adjusted Ledger Amount	\$ 116.09
Dropped Month (Month 4) Work Performed	\$ 35.90
Covered Period 4 Rolled Ledger Amount	\$ 80.19
Covered Period 5 Adjusted Ledger Amount	\$ 111.87
Covered Period 4 Rolled Ledger Amount	\$ 80.19
VDOT Additional Cash to FAA	\$ 31.68

	Baseline Ledger Amount	Month Performance Adjustment Amount	Cumulative Dropped Month Performance Adjustment Amount All Previous Periods	Adjusted Ledger Amount	Months In Covered Period
Covered Period 1	\$ 117.58	\$ 0.02	\$ -	\$ 117.58	Nov, Dec, Jan
Covered Period 2	\$ 111.75	\$ (0.04)	\$ 0.02	\$ 111.77	Dec, Jan, Feb
Covered Period 3	\$ 118.36	\$ 0.04	\$ (0.02)	\$ 118.34	Jan, Feb, Mar
Covered Period 4	\$ 116.07	\$ 0.05	\$ 0.02	\$ 116.09	Feb, Mar, Apr
Covered Period 5	\$ 111.80		\$ 0.07	\$ 111.87	Mar, Apr, May

SCHEDULE 3

FORM OF FUNDING ADVANCES ACCOUNT DISBURSEMENT REQUEST

[See attached]

[DESIGN-BUILDER LETTERHEAD]

**I-64 HAMPTON ROADS BRIDGE-TUNNEL EXPANSION PROJECT
FUNDING ADVANCE DISBURSEMENT REQUEST**

Date:

Request Number:

ATTN: [Trustee Information]

Re: Direction to make payments from the Funding Advances Account to the Disbursement Account in accordance with Exhibit 28 of the First Amendment to the Comprehensive Agreement relating to the I-64 Hampton Roads Bridge-Tunnel Expansion Project and [Agreement of Trust dated _____] between the Virginia Department of Transportation and _____, as Trustee, the sum of \$ _____ to be wire transferred to [Bank information, the Disbursement Account (acct. #) to pay for Cost in accordance with Section 3(a) of Exhibit 28 of the First Amendment to the Comprehensive Agreement.

Such cost are intended to cover period _____ to _____ and may include but are not limited to:

[List Costs]

The Trustee shall fund the Disbursement Account in the amount of \$ _____ if the Department has not, within five (5) business days of the date on which the Design-Builder has submitted the disbursement request to the Trustee (with a copy to the Department), delivered to the Trustee written notice state that Funding Advances have been suspended or terminated pursuant to the Department's rights under the Contract Documents, including, without limitation, the First Amendment.

The undersigned certifies that as of the date of this disbursement request (i) the representations and warranties set forth in Section 7(e) of Exhibit 28 of the First Amendment of the Comprehensive Agreement dated _____ are true and correct, (ii) none of the events described in Section 11.2.1 of the General Conditions of the Contract has occurred, and (iii) the undersigned is an Authorized Representative (as defined in the Agreement of Trust) and is authorized to execute and deliver this Request.

HAMPTON ROADS CONNECTOR PARTNERS

By: _____
Authorized Representative

APPENDIX A**CONDITIONS PRECEDENT TO EFFECTIVENESS OF FIRST AMENDMENT**

1. Design-Builder shall have submitted and Department shall have approved (x) a Revised Baseline Schedule, pursuant to Section 2.3.4 of the Technical Requirements, reflecting the adjustment to the Contract Times provided for in this First Amendment and (y) a Target Earnings Schedule (as further described in Exhibit 28 (Funding Advances)).
2. Design-Builder shall have delivered to Department a written acknowledgement, in a form acceptable to Department, from each of Design-Builder's sureties and Guarantors, pursuant to which each surety and Guarantor, as applicable:
 - a. acknowledges that it has reviewed and consents to the terms set forth in this First Amendment, including, but not limited to, the adjustment to the Contract Times provided for herein and the terms of Exhibit 28 (Funding Advances);
 - b. confirms that the implementation of the terms set forth in this First Amendment, including, but not limited to, the adjustment to the Contract Times provided for herein and the terms of Exhibit 28 (Funding Advances) will not relieve the surety or Guarantor, as applicable, of, or otherwise diminish, any of its obligations under the relevant Performance Security and that such Performance Security otherwise remains in full force and effect; and
 - c. confirms that, upon suspension or termination of the Funding Advances pursuant to Exhibit 28 (Funding Advances), Department may pursue recovery from the surety or Guarantor, as applicable, pursuant to the terms of the relevant Performance Security of any portion of the Funding Advances that remain outstanding or are subject to repayment by Design-Builder to Department.
3. Design-Builder shall have delivered to Department documentation satisfactory to Department confirming that the Performance Bond and the Payment Bond each will remain effective until the dates specified in Section 10.2.4 of the Comprehensive Agreement irrespective of the adjustment to the Contract Times provided for in this First Amendment.
4. Design-Builder shall have delivered to Department the most recent audited financial statements (including the opinion letter, balance sheet, income statement, statement of changes in cash flow, and footnotes) for each of (i) Dragados USA, Inc., (ii) Vinci Construction Grand Projets, (iii) Flatiron Constructors, Inc., and (iv) Dodin Campenon Bernard. If any of the foregoing entities have prepared unaudited financial statements since completion of its most recent audited financial statements, Design-Builder shall have delivered such unaudited financial statements to the Department.
5. Department shall have obtained approval of, or consent to enter into, as applicable, this First Amendment from the Commonwealth Transportation Board, the Federal Highway Administration, the Build America Bureau, and HRTAC.

6. Department and HRTAC shall have entered into an amendment to the Project Agreement for Funding and Administration.

APPENDIX B
DISPUTED MATTERS

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
1	Differing Roadway and Bridge Improvements Site Condition #1 (Sunken Vessel at South Trestle Phase 1)	X				<ul style="list-style-type: none"> • 2021-0611_HRCP-VDOT-LTR-0357 • 2021-0628_VDOT-HRCP-LTR-0413 • 2021-0719_HRCP-VDOT-LTR-0368 • 2021-0723_VDOT-HRCP-LTR-0426 • 2022-0217_VDOT-HRCP-LTR-0513 • 2022-0401_VDOT-HRCP-LTR-0541 • 2023-0728_HRCP-VDOT-LTR-0685
2	Differing Roadway and Bridge Improvements Site Condition #1 (Sunken Vessel at South Trestle Phase 2)	X				<ul style="list-style-type: none"> • 2023-0728_HRCP-VDOT-LTR-0685
3	Differing Roadway and Bridge Improvements Site Condition #2 (Soundwall Foundation)	X				<ul style="list-style-type: none"> • 2022-0202_HRCP-VDOT-LTR-0435 • 2022-0208_VDOT-HRCP-LTR-0506
4	Differing Roadway and Bridge Improvements Site Condition #3 (South MOT Trestle, Bent 1)	X				<ul style="list-style-type: none"> • 2022-0916_HRCP-VDOT-LTR-0551 • 2022-1019_VDOT-HRCP-LTR-0662
5	Differing Roadway and Bridge Improvements Site Condition #4 (North Trestle EB, Bents 4, 5, 6)	X				<ul style="list-style-type: none"> • 2022-0923_HRCP-VDOT-LTR-0555 • 2022-1019_VDOT-HRCP-LTR-0663 • 2022-1109_HRCP-VDOT-LTR-0575 • 2022-1121_VDOT-HRCP-LTR-0687 • 2022-1215_VDOT-HRCP-LTR-0710 • 2023-0106_HRCP-VDOT-LTR-0609 • 2023-0106_HRCP-VDOT-LTR-0610 • 2023-0120_VDOT-HRCP-LTR-0729 • 2023-0125_VDOT-HRCP-LTR-0733 • 2023-0210_HRCP-VDOT-LTR-0623 • 2023-0224_VDOT-HRCP-LTR-0751

¹ Correspondence referenced herein are not intended to be a comprehensive list of all related communications.

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2023-0331_HRCP-VDOT-LTR-0635 • 2023-0426_VDOT-HRCP-LTR-0775
6	Differing Roadway and Bridge Improvements Site Condition #5 (Existing Rebar Condition at Bayview Bridge)	X				<ul style="list-style-type: none"> • 2022-0930_HRCP-VDOT-LTR-0557 • 2022-1020_VDOT-HRCP-LTR-0666 • 2022-1110_HRCP-VDOT-LTR-0579 • 2022-1202_VDOT-HRCP-LTR-0696
7	Differing Tunnel Improvements Site Condition #7 (Obstructions in South Island Shaft Excavation)	X				<ul style="list-style-type: none"> • 2021-0521_HRCP-VDOT-LTR-0351 • 2021-0715_VDOT-HRCP-LTR-0422 • 2021-0823_HRCP-VDOT-LTR-0376 • 2021-0901_VDOT-HRCP-LTR-0444 • 2022-0217_VDOT-HRCP-LTR-0512 • 2022-0401_VDOT-HRCP-LTR-0542
8	Differing Tunnel Improvements Site Condition #8 Obstructions in South Island Shaft Excavation)			X		<ul style="list-style-type: none"> • 2021-0723_HRCP_VDOT_LTR_0371 • 2021-0729_VDOT-HRCP-LTR-0432 • 2021-0907_VDOT-HRCP-LTR-0445 • 2022-0217_VDOT-HRCP-LTR-0512 • 2022-0314_VDOT-HRCP-LTR-0525 • 2022-0401_VDOT-HRCP-LTR-0542
9	Differing Tunnel Improvements Site Conditions #9 - #13 (Obstructions in South Island Tunnel Alignment)			X		<ul style="list-style-type: none"> • 2021-0917_HRCP-VDOT-LTR-0386_Notice of Alleged Differing Tunnel Improvements Site Condition #09 • 2021-0929_VDOT-HRCP-LTR-0451 • 2021-1005_HRCP-VDOT-LTR-0393 • 2022-0217_VDOT-HRCP-LTR-0512 • 2022-0401_VDOT-HRCP-LTR-0542 • 2021-0920_HRCP-VDOT-LTR-0389_Notice of Alleged Differing Tunnel Improvements Site Conditions #10 • 2021-0929_VDOT-HRCP-LTR-0452 • 2021-1008_HRCP-VDOT-LTR-0394 • 2022-0217_VDOT-HRCP-LTR-0512 • 2022-0401_VDOT-HRCP-LTR-0542

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2021-0924_HRCP-VDOT-LTR-00390_Note of Alleged Differing Tunnel Improvements Site Conditions #11 • 2021-0929_VDOT-HRCP-LTR-0453 • 2021-1014_HRCP-VDOT-LTR-0396 • 2022-0217_VDOT-HRCP-LTR-0512 • 2022-0401_VDOT-HRCP-LTR-0542 • 2022-0129_HRCP-VDOT-LTR-0432_Note of Alleged Differing Tunnel Improvements Site Conditions #12 • 2022-0208_VDOT-HRCP-LTR-0507 • 2022-0217_VDOT-HRCP-LTR-0512 • 2022-0301_HRCP-VDOT-LTR-0444 • 2022-0314_VDOT-HRCP-LTR-0524 • 2022-0401_VDOT-HRCP-LTR-0542 • 2022-0129_HRCP-VDOT-LTR-0431_Note of Alleged Differing Tunnel Improvements Site Conditions #13 • 2022-0208_VDOT-HRCP-LTR-0508 • 2022-0217_VDOT-HRCP-LTR-0512 • 2022-0301_HRCP-VDOT-LTR-0445 • 2022-0314_VDOT-HRCP-LTR-0524 • 2022-0401_VDOT-HRCP-LTR-0542
10	Differing Tunnel Improvements Site Condition #14 (South Island Jet Grouting at Tunnel Approach)		X			<ul style="list-style-type: none"> • 2022-0211_HRCP-VDOT-LTR-0439 • 2022-0216_VDOT-HRCP-LTR-0511 • 2022-0318_HRCP-VDOT-LTR-0453 • 2022-0323_VDOT-HRCP-LTR-0530 • 2023-0821_HRCP-VDOT-LTR-0699 • 2023-0915_VDOT-HRCP-LTR-0848
11	Differing Tunnel Improvements Site Condition #15 (Offshore Obstructions at Cluster 109 Location)	X				<ul style="list-style-type: none"> • 2022-0218_HRCP-VDOT-LTR-0440 • 2022-0224_VDOT-HRCP-LTR-0516

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2022-0318_HRCP-VDOT-LTR-0454 • 2022-0323_VDOT-HRCP-LTR-0531
12	Differing Tunnel Improvements Site Condition #17 (Sunken Vessel at South Island Expansion)	X				<ul style="list-style-type: none"> • 2022-1216_HRCP-VDOT-LTR-0600 • 2022-1221_VDOT-HRCP-LTR-0713
13	Evans Street Bridge Repairs (Work Order #47)			X		<ul style="list-style-type: none"> • 2022-0420_VDOT-HRCP-LTR-0547 • 2022-0502_HRCP-VDOT-LTR-0478 • 2022-0510_VDOT-HRCP-LTR-0557 • 2022-0622_VDOT-HRCP-LTR-0589 • 2022-0713_HRCP-VDOT-LTR-0518 • 2022-0719_VDOT-HRCP-LTR-0608
14	Bird Management (Outside South Island Through End of 2022)	X				<ul style="list-style-type: none"> • 2021-0625_HRCP_VDOT_LTR_0358 • 2021-0708_VDOT-HRCP-LTR-0418 • 2021-0917_HRCP_VDOT-LTR-0387 • 2021-0921_VDOT-HRCP-LTR-0449 • 2021-1119_HRCP-VDOT-LTR-0408 • 2021-1206_VDOT-HRCP-LTR-0476 • 2022-0311_VDOT-HRCP-LTR-0523 • 2022-0324_HRCP-VDOT-LTR-0457 • 2022-0421_HRCP-VDOT-LTR-0471 • 2022-1004_HRCP-VDOT-LTR-0559 • 2022-1019_VDOT-HRCP-LTR-0664
15	Bridge Rehabilitation: Jacking and Blocking Quantities			X		<ul style="list-style-type: none"> • 2022-0401_HRCP-VDOT-LTR-0461 • 2022-0421_VDOT-HRCP-LTR-0549 • 2022-0512_HRCP-VDOT-LTR-0483 • 2022-0523_VDOT-HRCP-LTR-0564 • 2022-0617_HRCP-VDOT-LTR-0504 • 2022-0622_VDOT-HRCP-LTR-0591
16	Bridge Rehabilitation: Insert Plates (New Unit Price)		X			<ul style="list-style-type: none"> • 2023-0426_HRCP-VDOT-LTR-0643 • 2023-0829_VDOT-HRCP-LTR-0834
17	Northern Long Eared Bat as Endangered Species		X			<ul style="list-style-type: none"> • 2023-0302_HRCP-VDOT-LTR-0628 • 2023-0412_VDOT-HRCP-LTR-0766 • 2023-0421_HRCP-VDOT-LTR-

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2023-0503_VDOT-HRCP-LTR-0779 • 2023-0815_HRCP-VDOT-LTR-0697 • 2023-0831_VDOPT-HRCP-LTR-0839
18	Reversal of Existing Eastbound Tunnel (ITS/signage)			X		<ul style="list-style-type: none"> • 2022-0516_HRCP-VDOT-LTR-0484 • 2022-0517_VDOT-HRCP-LTR-0570 • 2022-0617_HRCP-VDOT-LTR-0505 • 2022-0803_VDOT-HRCP-LTR-0618
19	Reversal of Existing Eastbound Tunnel (lighting/ventilation)			X		<ul style="list-style-type: none"> • 2022-0516_HRCP-VDOT-LTR-0484 • 2022-0517_VDOT-HRCP-LTR-0570 • 2022-0617_HRCP-VDOT-LTR-0505 • 2022-0803_VDOT-HRCP-LTR-0618
20	Quantity of Jet Fans in New Tunnels (11 banks vs. 12 banks)			X		<ul style="list-style-type: none"> • Item identified and resolved through OTS Meetings and Design Review
21	South Island Expansion Design Changes			X		<ul style="list-style-type: none"> • 2022-0408_HRCP-VDOT-0464 • 2022-0420_VDOT-HRCP-0548
22	Tunnel Drainage Design Changes	X				<ul style="list-style-type: none"> • Item identified and resolved through OTS Meetings and Design Review • 2023-0801_HRCP-VDOT-LTR-0688
23	Bridge Rehabilitation: 3-Coat Paint System for Existing Bridges				X	<ul style="list-style-type: none"> • Item identified at the Field Construction Level, elevated, and resolved through the Dispute Process from the CA.
24	Hurricane Ian Demobilization Impacts				X	<ul style="list-style-type: none"> • 2022-1019_HRCP-VDOT-LTR-0566 • 2022-1028_VDOT-HRCP-LTR-0667 • 2022-1123_HRCP-VDOT-LTR-0586 • 2022-1221_VDOT-HRCP-LTR-0712
25	Background Checks for Personnel Working on Islands		X			<ul style="list-style-type: none"> • Item identified through review of the HRCP Submitted Security Plans • 2022-0527_HRCP-VDOT-LTR-0491
26	Conduits for Tolling Infrastructure				X	<ul style="list-style-type: none"> • 2022-0624_HRCP-VDOT-LTR-0510 • 2022-0713_VDOT-HRCP-LTR-0603 • 2023-0831_VDOT-HRCP-LTR-0840

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2023-0918_HRCP-VDOT-LTR-0713
27	Building Design Layout Arrangement Revisions			X		<ul style="list-style-type: none"> • 2022-1122_VDOT-HRCP-LTR-0690 • 2022-1213_HRCP-VDOT-LTR-0595 • 2023-0112_VDOT-HRCP-LTR-0723
28	Liquidated Damages for Key Personnel		X			<ul style="list-style-type: none"> • Imposition of Liquidated Damages for Key Personnel Changes Re-Consideration from Steering Committee Meeting
29	Building Design Changes due to Construction and Professional Services Manual (CPSM) Update		X			<ul style="list-style-type: none"> • 2021-1217_VDOT-HRCP-LTR-0484 • 2022-0107_HRCP-VDOT-LTR-0422 • 2022-1024_VDOT-HRCP-LTR-0673 • 2022-1114_HRCP-VDOT-LTR-0580 • 2022-1208_VDOT-HRCP-LTR-0703
30	Differing Roadway and Bridge Improvements Site Condition #6 (Existing Cables in the Parapet)		X			<ul style="list-style-type: none"> • 2023-0509_HRCP-VDOT-LTR-0648 • 2023-0516_VDOT-HRCP-LTR-0783 • 2023-0606_HRCP-VDOT-LTR-0652 • 2023-0705_VDOT-HRCP-LTR-0809
31	Differing Roadway and Bridge Improvements Site Condition #7 (Obstructions on Bottom of Willoughby Bay WB)		X			<ul style="list-style-type: none"> • 2023-0717_HRCP-VDOT-LTR-0676 • 2023-0731_HRCP-VDOT-LTR-0687 • 2023-0815_VDOT-HRCP-LTR-0828
32	Norfolk ITS Scope Reduction		X			<ul style="list-style-type: none"> • 2023-0712_VDOT-HRCP-LTR-0814 • 2023-1006_HRCP-VDOT-LTR-0722
33	Pile Jackets – Landside		X			<ul style="list-style-type: none"> • 2022-1007_HRCP-VDOT-LTR-0560 • 2022-1021_VDOT-HRCP-LTR-0670
34	Differing Tunnel Improvements Site Conditions #18-#26 (Metal Fragments from TBM and STP Magnet)		X			<ul style="list-style-type: none"> • 2023-0612_HRCP-VDOT-LTR-0655_Notice of Alleged Differing Tunnel Improvements Site Condition #18 • 2023-0630_HRCP-VDOT-LTR-0672_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #18-#22 • 2023-0705_VDOT-HRCP-LTR-0808 • 2023-0727_VDOT-HRCP-LTR-0818

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2023-0615_HRCP-VDOT-LTR-0660_Notice of Alleged Differing Tunnel Improvements Site Condition #19 • 2023-0630_HRCP-VDOT-LTR-0672_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #18-#22 • 2023-0705_VDOT-HRCP-LTR-0808 • 2023-0727_VDOT-HRCP-LTR-0818 • 2023-0616_HRCP-VDOT-LTR-0662_Notice of Alleged Differing Tunnel Improvements Site Condition #20 • 2023-0630_HRCP-VDOT-LTR-0672_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #18-#22 • 2023-0705_VDOT-HRCP-LTR-0808 • 2023-0727_VDOT-HRCP-LTR-0818 • 2023-0616_HRCP-VDOT-LTR-0663_Notice of Alleged Differing Tunnel Improvements Site Condition #21 • 2023-0630_HRCP-VDOT-LTR-0672_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #18-#22 • 2023-0705_VDOT-HRCP-LTR-0808 • 2023-0727_VDOT-HRCP-LTR-0818 • 2023-0623_HRCP-VDOT-LTR-0667_Notice of Alleged Differing Tunnel Improvements Site Condition #22 • 2023-0630_HRCP-VDOT-LTR-0672_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #18-#22 • 2023-0705_VDOT-HRCP-LTR-0808

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2023-0727_VDOT-HRCP-LTR-0818 • 2023-0707_HRCP-VDOT-LTR-0673_Notice of Alleged Differing Tunnel Improvements Site Condition #23 • 2023-0725_VDOT-HRCP-LTR-0816 • 2023-0727_HRCP-VDOT-LTR-0682_HRCP-VDOT-LTR-0682_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #23-#26 • 2023-0908_VDOT-HRCP-LTR-0831 • 2023-0712_HRCP-VDOT-LTR-0675_Notice of Alleged Differing Tunnel Improvements Site Condition #24 • 2023-0725_VDOT-HRCP-LTR-0817 • 2023-0727_HRCP-VDOT-LTR-0682_HRCP-VDOT-LTR-0682_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #23-#26 • 2023-0908_VDOT-HRCP-LTR-0831 • 2023-0721_HRCP-VDOT-LTR-0677_Notice of Alleged Differing Tunnel Improvements Site Condition #25 • 2023-0727_HRCP-VDOT-LTR-0682_HRCP-VDOT-LTR-0682_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #23-#26 • 2023-0801_VDOT-HRCP-LTR-0820 • 2023-0908_VDOT-HRCP-LTR-0831 • 2023-0726_HRCP-VDOT-LTR-0680_Notice of Alleged Differing Tunnel Improvements Site Condition #26

DISPUTE ITEM NO.		TYPE I	TYPE II	TYPE III	TYPE IV	ITEM IDENTIFICATION – HRCP NOTICE CORRESPONDENCE ¹
						<ul style="list-style-type: none"> • 2023-0727_HRCP-VDOT-LTR-0682_HRCP-VDOT-LTR-0682_Request for Contract Adjustment and Relief – Differing Tunnel Improvements Site Conditions #23-#26 • 2023-0801_VDOT-HRCP-LTR-0821 • 2023-0908_VDOT-HRCP-LTR-0831
35	South Island Fencing and Security		X			<ul style="list-style-type: none"> • 2023-0801_HRCP-VDOT-LTR-0688 • 2023-0804_VDOT-HRCP-LTR-0826