

I N D E X

BOARD OF TRANSPORTATION MEETING

March 6, 2008

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BOARD OF TRANSPORTATION MEETING

March 6, 2008

Call to Order

Chairman Galyon called the meeting of the Board of Transportation to order at 9:10 a.m., Thursday, March 6, 2008 in Raleigh, North Carolina with the following members present:

Blount, Burrell, Campbell, Cowell, Dennis, Dunn, Galyon, Kindley, Lakey, McRae, Perkins, Spaulding, Szlosberg, Thornburg, White, Wilson

Member Sewell was present via conference call.

Member Collier was absent.

Invocation

The invocation was offered by Board Member Burrell

Ethics Statement

Chairman Galyon read the Ethics Statement advising any Board Member that may have a conflict of interest or appearance of conflict to abstain from participation in that particular item and to file the proper paper work with the Secretary to the Board.

Approval - Minutes of February 7, 2008 Board Meeting

The minutes of the February 7, 2008 Board of Transportation Meeting were unanimously approved upon a motion by Board Member Perkins and was seconded by Board Member Kindley.

Approval - Award of Highway Construction Contracts in the February 19, 2008 Letting

Chief Engineer-Operations Steve Varnedoe reviewed projects advertised in the February 19, 2008 letting, noting on the basis of the low bids received that 25 projects would cover all the work in the letting. After review of the projects, the following actions on award of contracts were taken:

- (1) On Project C201766, Ashe County, (B-4011), the Board rejected all bids. Project will be re-advertised.
- (2) Upon a motion by Board Member Lakey, seconded by Board Member Burrell, the vote was unanimous with the exception of the Board Members listed below, to award the contracts on the remaining highway construction contracts to the respective low bidders.

Board Member Spaulding abstained from voting on Project C201997 in Durham County.
Board Member Kindley abstained from voting on Project C201776 in Randolph County.

Award of all contracts covering the use of Federal-aid highway funds is subject to concurrence by the Federal Highway Administration.

Project	Contract Awarded To	Amount
C201549 33572.3.1 PERQUIMANS B-4228	T. A. LOVING COMPANY GOLDSBORO, NC	\$669,520.87
C201771 33516.3.1 JONES B-4168	S. T. WOOTEN CORPORATION WILSON, NC	\$1,120,672.71
C201587 33574.3.1 PITT B-4231	BARNHILL CONTRACTING COMPANY TARBORO, NC	\$1,683,181.36
C202006 4CR.10331.7, 4CR.10421.6 EDGECOMBE, HALIFAX	BARNHILL CONTRACTING COMPANY TARBORO, NC	\$1,253,173.77
C201999 4CR.10511.11, 4CR.20511.13 JOHNSTON	S. T. WOOTEN CORPORATION WILSON, NC	\$3,389,150.22

C202005 4CR.10961.12, 4CR.20961.11 WAYNE	BARNHILL CONTRACTING COMPANY TARBORO, NC	\$3,300,309.37
C201585 33477.3.1 GRANVILLE B-4124	SMITH-ROWE, INC. MOUNT AIRY, NC	\$1,478,665.72
C201997 37670, 5CR.10321.8, 5CR.20321.8 DURHAM	C C MANGUM COMPANY LLC RALEIGH, NC	\$3,389,883.53
C201769 33483.3.1 GUILFORD B-4130	APAC-ATLANTIC, INC. THOMPSON ARHTUR DIVISION GREENSBORO, NC	\$1,123,196.03
C201770 33484.3.1 GUILFORD B-4131	APAC-ATLANTIC, INC. THOMPSON ARTHUF DIVISION GREENSBORO, NC	\$1,206,819.64
C201773 33596.3.1 ROCKINGHAM B-4254	R. E. BURNS & SONS CO., INC. STATESVILLE, NC	\$619,936.91
C201998 41598 GUILFORD	BLYTHE CONSTRUCTION, INC. CHARLOTTE, NC	\$2,905,020.94
C201772 33588.3.1 RANDOLPH B-4245, B-4246	CROWDER CONSTRUCTION CO. CHARLOTTE, NC	\$1,591,779.70
C201776 37331.3.1 RANDOLPH K-3807	HUDSON PAVING, INC. ROCKINGHAM, NC	\$14,212,366.33
C201774 33622.3.2 STOKES B-4282	SMITH-ROWE, INC. MOUNT AIRY, NC	\$1,186,949.74
C201684	YATES CONSTRUCTION CO., INC.	\$4,648,434.10

34906.3.4 FORSYTH U-3119A	STOKESDALE, NC	
C202003 10CR.10041.16, 10CR.20041.17, 10CR.20041.18, 10CR.20041.19 ANSON	BOGGS PAVING, INC. MONROE, NC	\$597,897.61
C202004 10CR.10901.15, 10CR.10901.16, 10CR.20901.45, 10CR.20901.46 UNION	BOGGS PAVING, INC. MONROE, NC	\$2,333,496.08
C201765 33159.3.1 ASHE B-3606	JAMES R. VANNOY AND SONS CONSTRUCTION CO., INC. JEFFERSON, NC	\$804,548.96
C201775 33654.3.1 WATAUGA B-4317	MOUNTAIN CREEK CONTRACTORS LLC CATAWBA, NC	\$839,184.78
C201729 33237.3.1 RUTHERFORD B-3697	CROWDER CONSTRUCTION CO. CHARLOTTE, NC	\$1,761,811.75
C201617 33278.3.1 CHEROKEE B-3826	TAYLOR & MURPHY CONSTRUCTION CO., INC. ASHEVILLE, NC	\$902,069.90
C201618 33303.3.1 HENDERSON B-3856	TENNOCA CONSTRUCTION CO., INC. CANDLER, NC	\$479,010.26
C201879 34351.3.23 TRANSYLVANIA R-0619EI	TENNOCA CONSTRUCTION CO., INC. CANDLER, NC	\$2,782,729.65

Concurrence in Award – City of Kannapolis

Pursuant to the recommendation of Chief Engineer-Operations Steve Varnedoe, a motion was made by Board Member Lakey, seconded by Board Member Burrell, and the vote was unanimous in concurring with the City of Kannapolis in the award of the following project:

Project	Contract Awarded To	Amount
33149.3.1 ROWAN CO. B-3542	MOUNTAIN CREEK CONTRACTORS, LLC	\$377,056.55

Approval - Award of Contracts to Private Firms for Engineering Services Highway Design Branch

Pursuant to the recommendation of Art McMillan, State Highway Design Engineer, a motion was made by Board Member Wilson, seconded by Board Member Thornburg, and the vote was unanimous to award the following contracts. Award of contracts is subject to approval by the Advisory Budget Commission pursuant to G.S. 136-28(f).

After careful evaluation of the workload and schedules of the work that can be accomplished by our staff, it was determined necessary to employ private firms to prepare plans for the projects listed below for our Department to obligate available funds. The State Highway Design Engineer has executed them in accordance with the policies and procedures adopted by the Board on April 7, 2005. These are for information only.

DIVISION 13

(1) Project:	33702.1.1 (B-4445) Buncombe County Design of Bridge No. 256 over North Hominy Creek on SR 1123
Scope of Work:	Roadway and hydraulic design
Estimated Construction Cost:	\$1,100,000.00
Firm:	Sepi Engineering Group, Inc., Raleigh, NC
Engineering Fee:	\$51,528.37
DBE Utilization:	100%

(2) Project: 33807.1.1 (B-4633) Rutherford County

Scope of Work:	Design of Bridge No. 32 over a creek on SR 1913
Estimated Construction Cost:	Roadway and hydraulic design \$900,000.00
Firm:	Sepi Engineering Group, Inc., Raleigh, NC
Engineering Fee:	\$51,297.39
DBE Utilization:	100%

DIVISION 14

(3) Project:	33716.1.1 (B-4467) Clay County Design of Bridge No. 3 over Brasstown Creek on SR 1111
Scope of Work:	Roadway and hydraulic design
Estimated Construction Cost:	\$600,000.00
Firm:	Sepi Engineering Group, Inc., Raleigh, NC
Engineering Fee:	\$52,960.81
DBE Utilization:	100%

The following is a supplemental contract to a previous contract approved by the Board with the same engineering firm. This supplemental contract was necessary due to approved additional work that was unknown at the inception and is required of the firm to complete the design. The State Highway Design Engineer executed it as approved by the Board on April 7, 2005. This is for information only.

DIVISION 13

(4) Project:	33400.1.1 (B-4033) Buncombe County Design of Bridge No. 85 over Hominy Creek on NC 112
Estimated Construction Cost:	\$3,650,000.00
Firm:	PBS&J, Charlotte, NC
Original Engineering Fee:	\$86,009.60
Supplemental Fee:	\$15,771.69
Supplemental Work:	Roadway and hydraulic design
DBE Utilization:	0%

The following are Professional Services Contracts. These contracts were necessary due to revisions and/or additional work required after the original contracts have been closed. This work was unknown at the inception and is required of the firms to complete the designs. The State Highway Design Engineer executed them as approved by the Board on April 7, 2005. These are for information only.

DIVISION 3

(5) Project:	34572.1.1 (R-4002) Brunswick County Design of SR 1472 (Village Drive) from west of SR 1437 (Old Fayetteville Road)/SR 1435 (Navassa Road) to the US 17 Interchange Ramps Roadway and hydraulic design
Scope of Work:	Roadway and hydraulic design
Estimated Construction Cost:	\$7,500,000.00
Firm:	Baker and Associates, Greensboro, NC
Maximum Engineering Fee:	\$25,294.13
DBE Utilization:	0%

DIVISION 8

(6) Project:	34542.1.1 (R-3421A) Richmond County Design of US 220 Bypass from US 74 Bypass west of Rockingham at SR 1109 (Zion Church Road) Interchange to south of SR 1140 (Old Charlotte Highway)
Scope of Work:	Roadway design
Estimated Construction Cost:	\$70,500,000.00
Firm:	Florence & Hutcheson, Raleigh, NC
Maximum Engineering Fee:	\$39,509.62
DBE Utilization:	0%

**Approval - Award of Contract to Private Firms for Engineering Services
Traffic Engineering & Safety Systems Branch**

Pursuant to the recommendation of Renee Roach, Regional Traffic Support Engineer, a motion was made by Board Member Wilson, seconded by Board Member Thornburg, and the vote was unanimous to award the following contract. Award of contracts is subject to approval by the Advisory Budget Commission pursuant to G.S. 136-28(f).

After careful evaluation of the workload and schedules of the work that can be accomplished by our staff, it was determined necessary to employ private firms to prepare plans for the project listed below for our Department to obligate available funds. The following is a supplemental contract to a previous contract approved by the Board with the same engineering firm. The State Traffic Engineer has executed it as approved by the Board on April 7, 2005. This supplemental contract is necessary due to approved additional work that was unknown at the inception and is required of the firm to complete the design. This is for information only.

DIVISION 7

(1) Project:	39075.1.1 (U-4711) Guilford County Greensboro Computerized Traffic Signal System Plans, Specifications & Estimate (PS & E)
Scope of Work:	Kimley-Horn and Associates, Raleigh, NC
Firm:	
Original Maximum Engineering Fee:	\$1,627,704.31
Supplemental Engineering Fee:	\$ 71,796.96
DBE Utilization:	0%

Approval - Award of Contracts to Private Firms for Engineering Services Project Services

Pursuant to the recommendation of Victor Barbour, State Project Services Engineer, a motion was made by Board Member Wilson, seconded by Board Member Thornburg, and the vote was unanimous with the exception of Board Member Dennis who abstained from voting on Project U-3412A in Union County, to award the following contracts. Award of contracts is subject to approval by the Advosiry Budget Commission pursuant to G.S. 136-28(f).

The Board awarded a design–build contract in December 2007 for construction of Martin Luther King, Jr., Boulevard in Union County. In accordance with the policies and procedures adopted by the Board, a design-build team who was not awarded the project can request payment of a stipend to recover part of the expense for preparation of their proposal. We have received a request for payment of the stipend to the following firms:

DIVISION 10

- | | |
|--------------------------|--|
| Project: | 34938.3.3 (U-3412A) Union County
Martin Luther King, Jr., Boulevard (SR 1223) from
Lancaster Avenue (NC 200) to Goldmine Road
(SR 1162) |
| (1) Firm: | Rea Contracting, Inc., Charlotte, NC |
| Maximum Engineering Fee: | \$40,000.00 |
| DBE Utilization: | 0% |
| (2) Firm: | Boggs Paving, Inc., Monroe, NC |
| Maximum Engineering Fee: | \$40,000.00 |
| DBE Utilization: | 0% |

Due to adjustments made to the TIP, the construction of I-85 in Rowan-Davidson Counties has been delayed. In accordance with the policies and procedures by the Board, a design-build team can request payment of a stipend to recover part of the expense for preparation of their proposal, in the event the Department delays the project. We have received a request for payment of the stipend to the following firm:

DIVISION 9

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|--------------------------|---|
| Project: | 34156.1.1 (I-2304A) Rowan-Davidson Counties
I-85 from north of SR 2120 (Long Ferry Road) to just
north of I-85 Business |
| (3) Firm: | Fru-Con Construction Corp., St. Louis, Missouri |
| Maximum Engineering Fee: | \$100,000.00 |
| DBE Utilization: | 0% |

**Approval - Award of Contracts to Private Firms for Engineering Services
Project Development and Environmental Analysis Branch**

Pursuant to the recommendation of Greg Thorpe, Branch Manager of Project Development and Environmental Analysis, a motion was made by Board Member Wilson, seconded by Board Member Thornburg, and the vote was unanimous to award the following contracts. Award of contracts is subject to approval by the Advisory Budget Commission pursuant to G.S. 136-28(f).

After careful evaluation of the workload and schedules of the work that can be accomplished by our staff, it was determined necessary to employ private firms to prepare planing documents for the project listed below for our Department to obligate available funds. Our staff was authorized to proceed with the actions required to employ private engineering firms in accordance with the policies and procedures adopted by the Board on April 7, 2005.

DIVISION 10

(1) Project:	34379.1.17 (R-2123 CE) Mecklenburg County I-485 Charlotte Eastern Outer Loop, modify existing interchange with I-85	
Scope of Work:	NEPA Documentation and Merger support, preliminary interchange and hydraulic design, human and natural environmental studies, capacity analysis, Interchange Modification Report and public involvement	
Firm:	Arcadis G & M, Raleigh, NC	
Maximum Engineering Fee:	\$1,000,000.00	
DBE Utilization:	Gibson Engineers	\$150,000.00
	15%	

The following is a supplemental contract to a previous contract approved by the Board with the same engineering firm. This supplemental contract was necessary due to approved additional work that was unknown at the inception and is required of the firm to complete the planing documents.

STATEWIDE

(2) Project:	Various STIP Projects	
Supplemental Work:	Conduct the project development, environmental, and preliminary engineering studies and public involvement program; prepare the Draft Section 401 and 404 Permits for a selection of projects programmed in the TIP	
Firm:	Kimley-Horn and Associates, Inc., Raleigh, NC	
Original Maximum Engineering Fee:	\$3,000,000.00	
Supplemental Fee:	\$2,300,000.00	
DBE Utilization:	0%	

Approval - Award of Contract to Private Firms for Engineering Services Field Operations

Pursuant to the recommendation of Michelle Long, Bridge Construction Estimates and Claims Engineer, a motion was made by Board Member Wilson, seconded by Board Member Thornburg, and the vote was unanimous to award the following contract. Award of contracts is subject to approval by the Advisory Budget Commission pursuant to G.S. 136-28(f).

After careful evaluation of the workload and schedules of the work that can be accomplished by our Construction Unit staff, it was determined necessary to employ a private firm to provide Construction Engineering and Inspection (CEI) on various projects statewide for our Department to obligate available funds. The following is a supplemental contract to a previous contract approved by the Board with the same engineering firm. The State Construction Engineer has executed it as approved by the Board on April 7, 2005. This supplemental contract is necessary due to approved additional work that was unknown at the inception and is required of the firm to complete the CEI on the projects. This is for information only.

DIVISION 9

Project:	34163.3.8 (I-2511CA), 34163.3.10 (I-2511CB), 34218.2.1 (I-4036) and 8.1601801 (I-4032) Rowan, Davidson and Randolph Counties, I-85 in Spencer and Salisbury
Scope of Work:	Construction Engineering and Inspection (CEI)
Estimated Construction Cost:	\$145,776,127.50
Firm:	Kisinger Campo and Associates, Salisbury, NC
Original Maximum Fee:	\$6,300,000.00
Supplemental Fee:	\$ 628,000.00
Duration of Agreement	79 months
DBE Utilization:	0%

Approval - Funds for Secondary Road Improvement Projects

Director of Asset Management Lacy Love reviewed secondary road improvement projects and recommended Board approval. A motion was made by Board Member White, seconded by Board Member Blount, and the vote was unanimous to approve the following secondary road improvement projects:

Highway Fund

County	SR No.	Length (Miles)	Description	Amount
Carteret Div. 2			County Wide Surveys Increase Funds WBS 2C.016014	\$35,000.00
Carteret Div. 2	SR 1300/ SR 1318 - Merrimon Road	8.70	Grade, Drain, Base and Pave Increase Funds WBS 2C.016049	\$215,000.00
Forsyth Div. 9	SR 2031 Brown Road	0.16	Grade, Base and Pave From End Of Pavement to Dead End WBS 9C.034064	\$54,000.00
Forsyth Div. 9	SR 2601 Macy Grove Road	1.25	Grade, Base and Pave SIP-Road Widening WBS 9C.034068	\$280,000.00
Avery Div. 11			Countywide Construction and Maintenance of Fire Departments and Rescue Squads Increase Funds WBS 11C.006059	\$10,800.00
Yadkin Div. 11	SR 1454 Cove Wood Drive	0.24	Bring to Minimum Maintenance Standards New Addition WBS 11C.099064	\$15,000.00
Henderson Div. 14			Countywide Surveys Increase Funds WBS 14C.045068	\$125,000.00

Henderson Div. 14	SR 1793 Tracy Grove Road	3.06	Replace Pipes, Widen, Strengthen Pavement, and Asphalt Resurfacing Increase Funds WBS 14C.045120	\$240,000.00
Henderson Div. 14	SR 1722 Upward Road	4.90	Widening/Resurfacing/Utility Relocation Increase Funds WBS 14C.045121	\$150,000.00
Henderson Div. 14	SR 1734 Stepp Mill Road	0.48	Grade, Drain, Base and Pave Increase Funds WBS 14C.045128	\$10,000.00
Henderson Div. 14	SR 1836B Pot Shoals Road	4.16	Grade, Drain, Base and Pave Increase Funds WBS 14C.045131	\$45,000.00
Henderson Div. 14	SR 1357 Rockwood Road	0.11	Grade, Drain, Base and Pave Increase Funds WBS 14C.045135	\$10,000.00

Highway Trust Fund

County	SR No.	Length (Miles)	Description	Amount
Carteret Div. 2	SR 1159 Turnpike Road	2.80	Grade, Drain, Base and Pave Increase Funds WBS 2C.016046	\$100,000.00
Columbus Div. 6	SR 1405 Henry Gines Road		Grade, Drain, Base and Pave Increase Funds WBS 39166	\$140,000.00
Forsyth Div. 9	SR 1949 Walls Lake Road	0.16	Grade, Base and Pave From SR 1948 to Dead End WBS 9C.034065	\$130,000.00
Forsyth Div. 9	SR 2027 Fulp Lumber Road	0.30	Grade, Base and Pave From NC 66 to End Of Maintenance WBS 9C.034066	\$115,000.00

Cleveland Div. 12	SR 1564 Moran Drive	0.41	Grade, Drain, Base and Pave 2,164 feet of SR 1564 (Moran Drive) Beginning at SR 1004 (Caser Lawndale Road). WBS 12C.023091	\$126,720.00 (State Trust Funds) \$17,280.00 (Property Owners Participation)
Henderson Div. 14	SR 1114A Pinnacle Mountain Road	4.20	Grade, Drain, Base and Pave Increase Funds WBS 14C.045132	\$220,000.00

Highway Fund

Closings

Division	County	WBS Element	Road Name/ Number	Amount
4	Edgecombe	4C.033024	SR 1219 Proctor Farm Road	\$11,367.21
7	Alamance	7C.001051	SR 1132 Callie Lane	\$27,247.00
7	Caswell	7C.017052	SR 1127 Cannonball Road	\$36,000.00
7	Caswell	7C.017056	SR 1772 Brooks Road	\$191,000.00
7	Caswell	7C.017067	SR 1383 Lake View Drive	\$21,000.00
7	Caswell	7C.017068	SR 1631 Jeffress Road Ext	\$29,000.00
7	Rockingham	7C.079133	SR 1402 Deshazo Mill Road	\$22,000.00
7	Rockingham	7C.079134	SR 1166 Case Road	\$18,300.00

7	Rockingham	7C.079144	SR 1178 Plummer Road	\$60,000.00
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Deletions

County	SR No	Length (Miles)	Description	Amount
Alamance Div. 7	SR 1991 Dickey Road		Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.001053	\$11,588.00
Orange Div. 7	SR 1513 Tapp Road	1.20	Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.068050	\$260,652.00
Orange Div. 7	SR 1348 Shanklin's Dead End	0.40	Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.068058	\$120,000.00
Orange Div. 7	SR 1547 Bradsher Road	0.50	Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.068059	\$149,934.00
Orange Div. 7	SR1576 Stewart Farm Rd	0.60	Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.068063	\$179,625.00
Rockingham Div. 7	SR 1168 Grogan Lake Road		Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.079135	\$98,344.00
Rockingham Div. 7	SR 2558 Spice Road	0.55	Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.079140	\$170,000.00
Rockingham Div. 7	SR 2441 Nubbin Ridge Road	1.60	Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.079142	\$510,000.00
Rockingham Div. 7	SR 2733 Green Meadow Loop	1.60	Grade, Drain, Base and Pave Right of Way Unavailable WBS 7C.079149	\$90,000.00

Approval - Funds for Access and Public Service Road Projects

Director of Asset Management Lacy Love reviewed and recommended approval of Access and Public Service Road Projects. Pursuant to his recommendation, a motion was made by Board Member White, seconded by Board Member Blount, and the vote was unanimous to approve the following projects:

County	Description	Amount
Public		
Northampton Div. 1	Garysburg - Grading, stabilization, and paving access to bay doors on new facility for Garysburg Fire Department. Contingency Funds: \$5,000 WBS 41951	\$25,000.00
Northampton Div. 1	Gaston - Grade, stabilize, and pave access to bay doors on new facility for Gaston Volunteer Fire Department. WBS 41988	\$25,000.00
Union Div. 10	Realignment of Antioch Church Road [SR 1338] at its intersection with Weddington-Matthews Road [SR 1334] to correct the skew of the intersection. Widening as necessary to construct left turn lanes in both directions on Weddington-Matthews Road, and extend an existing 3-lane section on Antioch Church Road to the intersection. A signal will be installed at the intersection as well. \$150,000 Small Construction Funds WBS 41990	\$50,000.00

Correction to February 7, 2008 Agenda:

Beaufort Co., Division 2, Chocowinity – WBS 42010 is assigned to this project.

**Approval - Additions, Abandonments, and Road Name Changes to
State Secondary Road System**

Director of Asset Management Lacy Love reviewed proposed additions and abandonments to the State Secondary Road System. Following his review, a motion was made by Board Member White, seconded by Board Member Blount, and the vote was unanimous to approve the following changes in the State Secondary Road System:

Road Additions:

County	Pet. No.	Length (Miles)	Description	Date of Report
Division 1				
Pasquotank			Bray's Estates Subdivision	8/02/07
		0.46	Scott Road- East	
		0.52	Scott Road – West	
		0.23	Elbert Drive	
		0.12	Kayla Court	
		0.06	Richochet Court	
Division 2				
Carteret			Riverview Subdivision	12/10/07
		0.33	Sunrise Drive	
Carteret			Nine Mile Estates Subdivision	1/08/08
		0.09	Southwest Drive	
Carteret			Bur-Oaks Subdivision	1/17/08
		0.31	Bur Oaks Road	
		0.15	Casey Lane	
		0.19	Mill Dam Way	
		0.09	Carrie Court	
Pitt			Northgate Walk Subdivision	10/12/07
		0.20	Franklin Street	
Division 3				
Brunswick			Carol –Lynn Subdivision	12/18/07
		0.05	Webster Court, Ext of SR 1734	

Onslow		Horse Creek Farm Subdivision	1/14/08
	0.61	Horse Shoe Bend, Ext of SR 1848	
	0.63	Running Road	
	0.05	Fieldstone Way	
	0.02	Shetland Place	
	0.02	Hedgerow Lane	
	0.02	Bluegrass Circle	
	0.18	Palamino Trail, Ext of SR 1849	
	0.08	Padlock Place	
	0.02	Chaps Court	
	0.24	Quarterhorse Lane	
	0.32	Chaparral Trail	
	0.03	Lasso Loop	
	0.21	Palamino Trail	
	0.08	Lariat Lane	
	0.02	Morgan Circle	
	0.16	Winner's Circle North	
	0.27	Winner's Circle South	
Division 4			
Nash		Cedar Ridge Subdivision	12/04/07
	0.42	Sarah Ruppert Road	
	0.13	Unicoi Road	
	0.09	Glen Eagles Court	
	0.32	Spring Pond Road	
	0.09	Callie's Court	
Wayne		North Plantation Subdivision	1/02/08
	0.39	Towbridge Lane	
	0.08	East Jamestown Street	
	0.08	Lauren Place	
Division 6			
Cumberland		Windfield Subdivision	1/29/08
	0.30	Dandelion Lane	
	0.14	Dragonfly Drive	
	0.05	Lugsail Lane	
Cumberland		Baywood Subdivision	1/30/08
	0.63	Wild Pine Drive	
	0.05	Bagpipe Court	
Division 7			
Guilford		Brande Road Subdivision	10/08/07
	0.22	Sunset View Court	
Guilford		Trinity Lake Subdivision	9/07/07

	0.16	Harbour Ridge Drive, Ext of SR 3273	
Guilford		Waterford Subdivision	9/10/07
	0.62	Northbay Drive	
	0.45	Lismore Drive	
	0.30	Wicklow Drive	
Guilford		Holly Hills Farms Subdivision	12/05/07
	0.03	Holly Hill Road, Ext of SR 1230	
	0.10	Steeple View Drive	
	0.14	Steeple View Court	
Orange		Fox Hill Farm Subdivision	1/12/08
	0.23	Little Leaf Lane	
Orange		Charles Woods Subdivision	5/07/07
	0.49	Alex Drive	
	0.10	Calvert Court	
	0.11	Parker's Path	
	0.08	East Thomasview Drive	
	0.08	West Thomasview Drive	
	0.06	Settlers Trace	
	0.13	Crabtree Creek Road	
Division 8			
Randolph		Winding Woods Subdivision	1/11/08
	0.45	Glade Road	
Randolph		Amity Acres Subdivision	1/11/08
	0.17	Harmony Trail	
	0.06	Reflection Lane	
	0.19	Tranquil Lane	
Division 9			
Davie		Heritage Oaks Subdivision	12/12/07
	0.24	Cedarwood Place	
	0.33	Hazelwood Drive	
	0.20	Oakshire Court	
Davidson		Stoney Point Harbor Subdivision	1/26/07
	2.45	Stoney Point Drive	
Rowan		Bayridge Estates Subdivision	1/15/08
	0.19	Bayridge Drive	
Rowan		Cool Side Farm Subdivision	1/15/08
	0.17	Cool Side Drive	

Division 10

Union		Emmanuel Crossing Subdivision	11/29/07
	0.15	Emmanuel Drive	
Union		Brantley Oaks Subdivision	11/30/07
	0.51	Winding Oaks Trail	
	0.23	Cross Point Court	
	0.16	Valley Stream Trail	
	.026	Autumn Blaze Court	
	0.03	Birchfield Circle	
Union		Long Branch Subdivision	1/04/08
	0.44	Gourdvine Road	
Union		Riverland Estates Subdivision	11/29/07
	0.09	Bendanna Lane	
Union		Silberthorne Subdivision	1/04/08
	0.18	Silverthorne Drive	
Union		Valley Ranch Subdivision	1/03/08
	0.18	High Meadows Drive	
	0.07	Meadow Run	

Division 14

Henderson		Sugar Hollow Farm Subdivision	1/07/08
	0.09	Holly Tree Hill	

Road Abandonment:

County	Pet. No.	Length (Miles)	Description	Date of Report
Division 1 Perquimans		0.02	Section of SR 1395 Iowa Trail	10/10/07

Approval - Divisionwide Small Construction Fund Projects and Statewide Contingency Fund Projects

Following the recommendation of Chief Engineer - Operations Steve Varnedoe, a motion was made by Board Member Dunn, seconded by Board Member Dennis, and the vote was unanimous to allocate funds to the following projects:

Divisionwide Small Construction Fund

County	Description	Amount
Wake Div. 5	Morrisville - Widening of, installation of curb and gutter, and construction of sidewalks along 900 feet of road frontage on Morrisville Carpenter Road (SR3014) between Davis Drive (SR 1613) and NC 54. WBS 41451	\$250,000.00
Bladen Div. 6	Elizabethtown – Convert existing 4-lane section to 3-lane section on SR 1358 (Swanzy Street) from US 701 to SR 1145 (Ben Street Extension) to address issue with utility vault in travel lane. WBS 41968	\$50,000.00
Columbus Div. 6	Extend the existing islands in the directional cross-over on US 74 at SR 1800 (Buckhead Road). WBS 41978	\$50,000.00
Cumberland Div. 6	Hope Mills - WBS 31337 was established to construct a right turn lane on SR 1131 (Cameron Road) at NC 59 and associated right of way. Increase Funds	\$70,000.00
Cumberland Div. 6	Fayetteville – WBS 31846 was established to construct right turn lane on SR 1437 (Sante Fe Drive) @ SR 1415 (Yadkin Rd). Increase Funds.	\$50,000.00
Harnett Div. 6	Preliminary engineering for design work to install signalized directional crossover at Cagle Drive and NC 87 with U-turn crossovers north and south of Cagle Drive. WBS 41967	\$50,000.00

Davidson Div. 9	Widen SR 1768 Old Greensboro Road to a 3-lane C&G section with a roundabout at the intersection of the Davidson County Community College access road. Economic Development: \$250,000 Contingency: \$500,000 Developer: \$231,000 WBS 42018	\$119,000.00
Forsyth Div. 9	Clemmons - Install 264' of 2'-6" Concrete Curb & Gutter along SR 1109 (Kinnamon Rd) from Peacehaven Road to Roundabout. WBS 41983	\$52,000.00
Forsyth Div. 9	Upgrade highway signing on US 311 between I-40 and Guilford County. WBS 41984	\$64,300.00
Forsyth Div. 9	Construct turn lane on SR 2630 (Teague Lane) at Caleb's Creek Elementary School. W-S Forsyth County Schools: \$265,000 WBS 41985	\$50,000.00
Rowan Div. 9	Rockwell - Widen 1400' of SR 2339 (Gold Hill Ave.) to a 2-lane C&G section from Cross Street to North Hambley Street. All utility relocations and R/W acquisition have been completed by the Town of Rockwell. WBS 41989	\$250,000.00
Union Div. 10	Realignment of Antioch Church Road [SR 1338] at its intersection with Weddington-Matthews Road [SR 1334] to correct the skew of the intersection. Widening as necessary to construct left turn lanes in both directions on Weddington-Matthews Road, and extend an existing 3-lane section on Antioch Church Road to the intersection. A signal will be installed at the intersection as well. \$50,000 Public Access Funds WBS 41990	\$150,000.00
Wilkes Div. 11	North Wilkesboro – WBS 40467 was established to construct left turn lane on NC 268 east of SR 1971 (Fairplains Road). Increase funds and close.	\$67,561.15

Catawba Div. 12	WBS 41222 has been established to construct industrial access for business park off NC 10 west of US 321. The 2000 ft. access road will connect four parcels of proposed business expansion. Project connects to R4911, which includes widening of NC 10, turn lanes at proposed business park, and intersection improvements at the intersection of US 321 and NC 10. Increase Funds	\$250,000.00
Henderson Div. 14	Construct left turn lane and right turn deceleration lane on SR 1734 (Sugarloaf Road) to improve access and safety at new Sugarloaf Elementary School. WBS 41962	\$165,000.00
Jackson Div. 14	Sylva – WBS 40970 has been established to resurface NC 107 from US 23 to NC 116. Increase Funds.	\$149,000.00

Deletion:

Durham County, Division 5 – WBS 36479 was established to construct roundabout and provide pedestrian improvements along SR 1118 (Fayetteville Rd), Durham. Project will not be constructed due to public opposition.

Yadkin County/Division 11 – WBS 39518 was established for left turn lane construction and traffic signal revisions at NC 67 and US 601, Booneville. Project will not be constructed due to unavailable right of way.

Statewide Contingency Fund

County	Description	Amount
Dare Div. 1	Kill Devil Hills - Construct 6' wide multi-use path along Tateway Road & Bay Drive from Windgrass Circle to Kill Devil Hills City Limit. WBS 41986	\$40,000.00
Dare Div. 1	Kill Devil Hills - Construct 8' wide multi-use path along south side of US 158 from SR 1206 (Woods Road) to Cypress Knee Road.	\$150,000.00

WBS 41987

Northampton Div. 1	Garysburg - Grading, stabilization, and paving access to bay doors on new facility for Garysburg Fire Department. \$25,000 Public Access Funds WBS 41951	\$5,000.00
Beaufort Div. 2	Structure enhancements to allow legal load transfer over Beaufort County Bridge #141 on SR 1625 (Swindell Road) near Pantego. WBS 41854	\$50,000.00
Franklin Div. 5	WBS 41570 has been established to construct turn lanes on US 401 and construct a new access road to the Franklin County HUB site. Previously funded with \$400,000 SB622. All costs over \$900,000 to be borne by the Kerr-Tar Economic Dev Corp. Increase Funds	\$500,000.00
Davidson Div. 9	Widen SR 1768 Old Greensboro Road to a 3-lane C&G section with a roundabout at the intersection of the Davidson County Community College access road. Small Construction: \$119,000 Economic Development: \$250,000 Developer: \$231,000 WBS 42018	\$500,000.00
Anson Div. 10	Fox Road and Ponderosa Place - Grade, drain, stabilize, and erosion control work to bring Fox Road and Ponderosa Place up to unpaved State standards, for addition to the State system. Secondary Construction Funds \$20,000 WBS 42005	\$100,000.00

Approval – Public Transportation Program

Following the recommendation of Miriam Perry, Director of Public Transportation Division, a motion was made by Board Member Thornburg, seconded by Board Member Dunn, and the vote was unanimous to allocate funds to the following projects:

Rural Capital Program

Divison 13

Project No.	Madison County Transportation Authority recently	\$5,686	Total
08-AT-010	completed construction of a new administrative/operations facility. This is a request for funding for the telephone equipment that was installed in the facility. The requested effective date for reimbursement of eligible cost is August 23, 2007.	5,117	State
		569	Local

Public Transportation Grant Program

Division 7

Project No.		\$200,000	
08-09-0415	The Town of Chapel Hill received approval for a Federal Transit Administration (FTA) Urbanized Area Formula Program (Section 5307) capital and planning grant. The grant will be used to purchase two (2) small replacement buses and for planning activities, including program support administration, long term and short range transit planning and comprehensive planning. The town is requesting a 10% state match to the grant. The recommended effective date for reimbursement of eligible project costs is July 1, 2006 to coincide with the period of performance authorized by the Federal Transit Administration.	160,000	
		40,000	
		40,000	

Division 6

Project Nos. 07-09-406 08-09-425	Regionalization of transit systems is being considered in several areas across the state in recognition of the change in travel patterns and the need to address increasing mobility needs. On May 3 and October 3, 2007, the Board of Transportation approved the use of state funds to match Federal Transit Administration funds awarded to the City of Fayetteville to conduct a transit consolidation feasibility study that includes Cumberland County and surrounding community transportation systems. The study will also address the demand for transit services resulting from 1,400 more soldiers and their families that will arrive at Ft. Bragg due to from the Base Realignment and Closure Act (BRAC). Federal funds in the amount of \$135, 472 are available to the city to conduct the consolidation feasibility study. The City of Fayetteville is requesting a 20% state match versus a 10% match that was previously approved by the board. This funding arrangement is consistent with similar studies conducted in the Triangle and Triad regions. The recommended effective date for reimbursement of eligible project costs is July 1, 2006, to coincide with the period of performance authorized by the Federal Transit Administration.	\$12,703	State
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Statewide

WBS 36223.78.1.1 The **Public Transportation Division** provides training opportunities for rural, urban and regional transit system personnel. This fiscal year more than 1,400 transit system personnel have attended training opportunities provided by the division. Funds to underwrite the workshops come from a combination of Federal Transit Administration and state funds. States receive an annual allocation of federal funds to provide training and technical assistance for rural transit systems; however, there is no such program for urban transit system personnel. Workshops with both rural and urban attendees are underwritten based upon estimates drawn from similar workshops held in the past. Current history shows that classes with mixed attendance averaged seventy-five percent (75%) rural transit system and twenty-five percent (25%) urban attendees.

\$18,075 State

The total estimated cost for the training opportunities for FY09 is \$81,300. Federal funds have been previously approved in the amount of \$63,225. The following workshops will be presented during Fiscal Year 2009: Defensive Driving, Emergency Procedures for Vehicle Operators, Public Involvement in Public Transportation Decision Making, Budgeting and Financial Management, Passenger Service and Safety, and Americans with Disabilities Act Requirements for Transit Operators. One or more sessions of each workshop will be presented, depending upon demand.

This is a request for state funds to support training opportunities provided for urban transit system personnel.

Elderly and Disabled Transportation Assistance Program

Division 14

<p>Haywood County has requested additional funds to assist in meeting an urgent demand for elderly residents to access medical services. The county hospital recently lost its Medicare and Medicaid certification, requiring eligible patients to access services at hospitals located in Buncombe and Jackson Counties. An estimated 50% of the county's 11,400 Medicare clients will require transportation assistance. This funding, along with other transportation options including the faith community and neighboring county transportation systems, will allow clients to access medical services during the estimated 8 weeks that it will take for the hospital to regain its Medicare certification. Any unused funds will be returned to the department.</p>	<table border="0"> <tr> <td>\$160,000</td> <td>Total</td> </tr> <tr> <td>\$80,000</td> <td>State</td> </tr> <tr> <td>\$80,000</td> <td>Local</td> </tr> </table>	\$160,000	Total	\$80,000	State	\$80,000	Local
\$160,000	Total						
\$80,000	State						
\$80,000	Local						

Summary	5 Projects	\$317,895 state funds
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Approval – Rail Program

Following the recommendation of Pat Simmons, Director of the Rail Division, a motion was made by Board Member Thornburg, seconded by Board Member Dunn, and the vote was unanimous with the exception of Board Member Galyon who abstained from voting on Project WBS 40907, to allocate funds to the following projects:

Town/County	Project Description	Estimated Cost
1 Statewide	<p>State rail funds are needed for the Department's share of administrative and operating costs including telephone expenses, lease of building, and requirements for updated telephone equipment and/or computer equipment and hardware for the NC Tourism and Transportation Information Center for the remainder of this fiscal year. The Center supports the 1-800-BYTRAIN for passenger train information and fulfillment services. The center operates as a partnership with the Departments of Commerce and Correction.</p> <p>WBS 32227 and 32154</p>	\$60,000

2	Statewide	State rail funds are needed for passenger train administration, salaries, and expenses for the remainder of this fiscal year. WBS 32217	\$200,000
3	Statewide	State rail funds are needed for station operating costs including shared maintenance costs, station attendants, telephone expenses and leases for the remainder of this fiscal year. Station attendants are provided 7 days per week to meet all passenger trains at non-Amtrak staffed stations, which include Kannapolis, Salisbury, High Point, Burlington, and Selma. WBS 37676	\$350,000
4	Statewide	State rail funds are needed for professional services required to provide mechanical engineering, design and drafting services for the Rail Division Operations Branch for the remainder of this fiscal year. WBS 32228	\$165,000
5	Statewide	State rail funds are needed for the third year lease of the J. Douglas Galyon Depot that serves as Greensboro's intercity railroad passenger station. Parties to the lease include the Department, the City of Greensboro, and Amtrak. Under the lease, the Department pays its pro rata share for security and monitoring services, utilities, janitorial services and maintenance. WBS 40907	\$104,960
6	Beaufort County Division 2	State Rail Industrial Access Funds are needed to partially finance the costs of constructing a rail industrial access track to serve Southtech Plastics. The company is considering relocating to Chocowinity and will expand their current manufacturing facilities. They propose to retain about 60 employees, hire an additional 36 and make a capital investment of \$6 million. The company will receive about 30 carloads of freight per year. Funding is contingent upon an environmental review and all other Rail Industrial Access Program requirements being satisfied, and is conditional on implementation of transportation improvements necessary to protect the safety of the public, contractors and employees of Southtech Plastics. WBS 42031	Up to \$200,000

The following recommendations are for short line track, crossing and bridge rehabilitation projects. The projects will be funded under the 2008 Short Line Infrastructure Assistance Program (SIAP) and supplemented by the Rail Industrial Access Program (RIAP) as authorized by the General Assembly. The \$1,991,400 in grants will be funded by \$1,456,473 in SIAP funds and \$534,927 in funds transferred from RIAP funds. The railroads shall prepare required plans and specifications, acquire any necessary rights of way and/or construction easements, and administer the rehabilitation or construction contracts. The railroads shall assume all liability and maintenance responsibility for the improvements during and upon completion of the projects. Approval will be subject to verification of information contained in the applications and Department environmental reviews. Board approval is requested to establish funding and to execute an agreement with each award recipient. Applications have been solicited from all of the state's shortlines, and the following recommendations are made in accord with program and policy objectives.

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|-----|--|--|-----------|
| 7. | Carolina Coastal Railway (CLNA)
Wake, Nash, Wilson, Greene, Pitt, Beaufort, Washington Counties
Division 1,2,4,5 | The project will fund an upgrade of the CLNA rail corridor between Raleigh and Plymouth to improve operating safety and efficiency. Repairs will include replacement of crosstie and bridge timbers, construction of a runaround track and locomotive inspection pit. The Department shall participate in 50% of actual project costs not to exceed \$318,600. WBS 42021 | \$318,600 |
| 8. | Wilmington Terminal Railroad (WTR)
New Hanover Co.
Division 3 | The project will fund improvement of WTR main track and yard tracks in the Wilmington area to improve operating safety and efficiency. Repairs to include replacement of turnouts, installing crossties, switchties, replacing ballast and surfacing track. The Department shall participate in 50% of actual project costs not to exceed \$87,300. WBS 42022 | \$87,300 |
| 9. | High Point Thomasville & Denton RR (HPTD)
Guilford County
Division 7 | The project will fund upgrades of the HPTD yard and wye track in High Point to improve safety and operating efficiency. The Department shall participate in 50% of the actual project costs not to exceed \$123,500. WBS 42023 | \$123,500 |
| 10. | Atlantic & Western Railway (ATW)
Chatham and Lee Counties
Division 8 | The project will fund repair of an ATW railroad bridge north of Sanford to a safe operating condition. The Department shall participate in 50% of actual project costs not to exceed \$70,700. WBS 42024 | \$70,700 |

11.	Laurinburg & Southern Railroad (LRS) Scotland County Division 8	The project will fund track repairs required to upgrade track in the Laurinburg area and south including replacement of crossties and switchties. The Department shall participate in 50% of actual project costs not to exceed \$97,500. WBS 42025	\$97,500
12.	Aberdeen Carolina and Western Railway (ACWR) Mecklenburg, Cabarrus and Stanly Counties Division 10	The project will fund track repairs required to upgrade rail service on the ACWR in the Charlotte area and between Oakboro and Norwood to improve safety and operating efficiency. Repairs include replacing crossties and switchties, installing ballast and surfacing the track. The Department shall participate in 50% of actual project costs not to exceed \$601,300. WBS 42026	\$601,300
13.	Yadkin Valley Railroad (YVRR) Surry County Division 11	The project will fund an upgrade of YVRR tracks in the Rockford area to improve safety and operating efficiency. The track upgrades will include upgrading rail and replacing crossties. The Department shall participate in 50% of actual project costs not to exceed \$500,000. WBS 42027	\$500,000
14.	Caldwell County Railroad (CWCY) Catawba and Caldwell Counties Division 11 & 12	The project will fund track repairs on the CWCY between Lenoir and Hickory to improve railroad safety and operating efficiency. The Department shall participate in 50% of actual project costs not to exceed \$50,000. WBS 42028	\$50,000
15.	Alexander Railroad (ARC) Alexander County Division 12	The project will fund construction of a runaround track in the Statesville area to improve ARC railroad safety and operating efficiency. The Department shall participate in 50% of actual construction costs not to exceed \$92,500. WBS 42029	\$92,500
16.	Thermal Belt Railway (TBRY) Rutherford County Division 13	The project will fund realignment of tracks in the Bostic area on the TBRY to improve railroad safety and operating efficiency. The Department shall participate in 50% of actual construction costs not to exceed \$ 50,000 WBS 42030	\$50,000

**Approval - Division of Bicycle and Pedestrian Transportation
Safe Routes to School Demonstration Grants**

Following the recommendation of Tom Norman, Director of the Bicycle and Pedestrian Division, a motion was made by Board Member Thornburg, seconded by Board Member Dunn, and the vote was unanimous to allocate funds to the following projects:

Board approval is requested for the award of Safe Routes to School Demonstration Grants. Safe Routes to School is a federal program that promotes walking and biking to school through non-motorized infrastructure improvements as well as educational and encouragement activities.

An amount of \$1.5 million is available for 2008 Demonstration Grants. The maximum award amount is capped at \$250,000. The Division of Bicycle and Pedestrian Transportation received a total of 15 eligible grant applications. On February 13, 2008 an award committee selected six local projects, described below, to receive a total of \$1,461,700 in SRTS Demonstration Grants. These are 100% federally funded grants; local matching funds are voluntary.

Town / County Division	Project Description	Estimated Cost
Apex Wake County Division 5 TIP No. SR-5001 & SR-5000	Construct greenway connection from Olive Chapel Elementary School through Kelly Road Park to the Beaver Creek Greenway; reconstruct sidewalk along Kelly Rd; crosswalk improvements at Kelly Rd and Olive Chapel Rd; and install raised crosswalks on school driveways. Non-infrastructure funds for encouragement and educational programs. Local voluntary contribution: \$25,342.	Federal: \$250,000 Local: \$25,342
Asheville Buncombe County Division 13 TIP No. SR-5001 & SR-5000	Construct 1.0 mi of sidewalks along N. Louisiana Ave. Install crosswalks at Emma Rd & Patton Ave. Non-infrastructure funds for education, encouragement, and neighborhood outreach activities. Local voluntary contribution: \$6,900.	Federal: \$250,000 Local: \$6,900
Black Mountain Buncombe County Division 13 TIP No. SR-5001 & SR-5000	Construct 1700' of sidewalk along Flat Creek Rd near Black Mountain Elementary School and on US 70/Old US 70 near Black Mountain Primary School. Install high visibility crosswalks at 7 locations & speed zone signs with driver feedback capability on US 70 at Black Mountain Primary School. Non-infrastructure funds for encouragement programs, crossing guard supplies, and educational supplies. Local voluntary contribution: \$30,000.	Federal: \$250,000 Local: \$30,000

Construct a multi-use path along Gallimore Rd

<p>Brevard Transylvania County Division 14 TIP No. SR-5001 & SR-5000</p>	<p>between US 276 and Country Club Rd to serve Brevard Elementary School; reconstruct sidewalk along US 276 with buffer between roadway and pedestrians; construct sidewalk along rear entrance to school; and install high visibility crosswalks. Non-infrastructure funds for bike rodeo, school travel maps, and encouragement program. Local voluntary contribution: \$435,806.</p>	<p>Federal: \$250,000 Local: \$435,806</p>
<p>Durham Durham County Division 5 TIP No. SR-5001 & SR-5000</p>	<p>To serve Fayetteville Street Elementary School, construct approximately 650' of sidewalk along Fayetteville St between Homeland St and Cornwallis St; including a pedestrian bridge over a stream adjacent to Fayetteville St; and reduce Fayetteville St cross-section from 4-lanes to 3-lanes and add a bike lane in each direction. Local voluntary contribution: \$39,675</p>	<p>Federal: \$249,900 Local: \$39,675</p>
<p>Wilmington New Hanover County Division 3 TIP No. SR-5001 & SR-5000</p>	<p>Construct a 3100' long sidewalk along Greenville Loop Road, connecting Greenville Village mobile home park and Bradley Creek Elementary School. Non-Infrastructure funds for bike rodeo supplies; materials for "bicycle adventures" curriculum; Spanish language interpretative services; bike racks, Spanish-language outreach events support; materials for encouragement activities; repaint high visibility crosswalk; install "state law: yield to pedestrians" flexible bollards; evaluation materials. Local voluntary contribution: \$154.</p>	<p>Federal: \$211,800 Local: \$154</p>

Approval - Specific State Funds for Construction Projects

Following the recommendation of Calvin Leggett, Manager of the Program Development Branch, a motion was made by Board Member Burrell, seconded by Board Member Lakey, and the vote was unanimous to allocate funds to the following projects:

Town/ County Division	Project Description	Estimated Cost
Currituck Co. Div. 1 R-4429A	Project WBS 34622.2.2 SR 1222 (Tulls Creek Road) from NC 168 to Bridge #4 over Tulls Creek. \$555,000.00 has previously been approved for right of way and utilities. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$205,000.00
Hyde Co. Div. 1 F-4004A	Project WBS 38683.3.1 NC 12 - Cedar Island/Ocracoke - One Sound Class Ferry. Initial funds are requested for construction based on the estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$12,000,000.00
Carteret Co. Div. 2 F-4004B	Project WBS 38683.3.2 NC 12 - Cedar Island/Ocracoke - One Sound Class Ferry. Initial funds are requested for construction based on the estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$12,000,000.00
New Bern/ Craven Co. Div. 2 R-4463B	Project WBS 35601.2.2 The New Bern NC 43 Connector from US 70 to NC 43/NC 55. \$1,339,000.00 has previously been approved for right of way and utilities. Additional funds are requested for right of way.	\$3,696,000.00
New Bern/ Craven Co. Div. 2 R-4463B	Project WBS 35601.2.2 The New Bern NC 43 Connector from US 70 to NC 43/NC 55. \$1,339,000.00 has previously been approved for right of way. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$1,904,000.00
Kannapolis/ Cabarrus Co. Div. 10 U-2009B	Project WBS 34772.3.8 The Kannapolis Parkway from NC 73 to NC 136 (Mooreville Road), 4.1 miles. \$17,224,709.00 has previously been approved for construction. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$177,000.00
Mecklenburg	Project WBS 34462.2.3	\$273,000.00

Co. SR 5544 (West Catawba Avenue) from SR 2151
 Div. 10 (Jetton Road) to SR 2195 (Torrence Chapel Road).
 R-2555A \$5,341,349.00 has previously been approved for right of
 way and utilities. Additional funds are needed to cover
 expenditures that have or will exceed the previously
 authorized budget.

Mecklenburg Co. Div. 10 U-5025	Project WBS 41525.3.1 SR-3468 (Weddington Road) from Trade Street to I- 485. Initial funds are requested for construction based on the estimate from the 12-Month Tentative Letting List published February 15, 2008. \$830,000.00 of State funds is requested to fully fund the project.	\$4,008,000.00 Cost \$830,000.00 State \$2,643,000.00 NCMA \$535,000.00 City
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Franklin/ Macon Co. Div. 14 R-4748	Project WBS 40118.1.1 New Route from SR 1660 (Siler Road) in Franklin to SR 1662 (Wiley Brown Road/Wiley Brown Extension) south of US 441 near Franklin. \$835,385.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$260,000.00
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Item J Summary	9 Projects	\$31,345,000.00 (Total Includes State TIP Funding Only)
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**Approval - Specific North Carolina Trust Funds and Bond Funds -
 Intrastate System and Urban Loops**

Following the recommendation of Calvin Leggett, Manager of the Program Development Branch, a motion was made by Board Member Burrell, seconded by Board Member Lakey, and the vote was unanimous to allocate funds to the following projects:

Trust Funds - Intrastate System

Town/ County Division	Project Description	Estimated Cost
Hertford Co. Div. 1 R-2583	Project WBS 35489.1.1 US 158 from the Murfreesboro Bypass to US 13 west of Winton. \$1,182,099.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$194,000.00
Craven Co. Div. 2 R-2301	Project WBS 34414.1.1 US 17 (New Bern Bypass) from US 17 south of New Bern to US 17 north of New Bern. \$4,129,212.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$163,000.00
Onslow- Jones Cos. Div. 2, 3 R-2514	Project WBS 34442.1.1 US 17 from multi-lanes north Jacksonville to New Bern Bypass. \$3,930,000.00 has previously been approved for preliminary engineering. Additional funds are requested for preliminary engineering.	\$550,000.00
Onslow- Jones Cos. Div. 2, 3 R-2514	Project WBS 34442.1.1 US 17 from multi-lanes north Jacksonville to New Bern Bypass. \$3,930,000.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$1,060,000.00
Onslow Co. Div. 3	Project WBS 34442.3.3 US 17 north of Jacksonville from SR 1327/SR 1410 (Kellum	\$1,052,000.00

R-2514A	Loop Road/Bynum Road) to SR 1330/SR 1439 (Deppe Loop Road/Spring Hill Road) south of Belgrade, 6.170 miles. \$22,142,365.00 has previously been approved for construction. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	
Onslow Co. Div. 3 R-2514A	Project WBS 34442.3.3 US 17 north of Jacksonville from SR 1327/SR 1410 (Kellum Loop Road/Bynum Road) to SR 1330/SR 1439 (Deppe Loop Road/Spring Hill Road) south of Belgrade, 6.170 miles. \$22,142,365.00 has previously been approved for construction. Additional funds are requested for construction.	\$498,000.00
Bladen- Columbus Cos. Div. 6 R-2561	Project WBS 34466.4.1 NC 87 from US 74-76 in Columbus County to Elizabethtown Bypass in Bladen County. \$482,852.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$140,000.00
Bladen Co. Div. 6 R-2562C	Project WBS 34467.3.10 NC 87 from NC 131 to SR 1191 (Old NC 41), 5.8 miles. \$19,935,266.00 has previously been approved for construction. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$219,000.00
Sampson - Cumberland Cos. Div. 6, 3 R-2303A	Project WBS 34416.2.2 NC 24 from west of SR 1006 (Maxwell Road/Clinton Road) in Cumberland County to SR 1853 (John Nunnery Road). \$25,000.00 has previously been approved for appraisal and acquisition of specific parcels. Funds of \$75,000.00 (\$25,000.00 each) are requested for appraisal and acquisition of specific parcels 905, 906, and 907.	\$75,000.00
Sampson - Cumberland Cos. Div. 6, 3 R-2303A	Project WBS 34416.2.2 NC 24 from west of SR 1006 (Maxwell Road/Clinton Road) in Cumberland County to SR 1853 (John Nunnery Road). \$25,000.00 has previously been approved for appraisal and acquisition of specific parcels. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$46,000.00
Chatham Co. Div. 8 R-2610A	Project WBS 34481.3.2 US 421 from south of SR 1007 (Plank Road) at Gulf to north of SR 1010 (Goldston-Pittsboro Road), 4.5 miles. \$32,076,934.00 has previously been approved for construction. Additional funds	\$770,000.00

are needed to cover expenditures that have or will exceed the previously authorized budget.

Richmond Co. Div. 8 R-2501BB	Project WBS 34437.2.4 US 1 from US 74 Bypass to US 74 Business. \$6,050,000.00 has previously been approved for appraisal and acquisition of specific parcels. \$58,000.00 of these previously approved funds are will be used acquisition of specific parcel 923.	\$0.00
Caldwell-Watauga Cos. Div. 11 R-2237	Project WBS 34402.1.1 US 321 from north of NC 268 to US 221 at Blowing Rock. \$8,664,626.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$194,000.00
Yancey-Mitchell Cos. Div. 13 R-2519	Project WBS 35609.1.1 US 19 East from SR 1336 (Jacks Creek Road) to the multi-lane section west of Spruce Pine. \$4,953,198.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$164,000.00
Yancey Co. Div. 13 R-2519A	Project WBS 35609.2.1 US 19 East from SR 1336 (Jacks Creek Road) to NC 80. \$10,003,000.00 has previously been approved for right of way and utilities. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$410,000.00
Trust Fund Intrastate Summary	15 Projects	\$5,535,000.00

Trust Funds - Urban Loops

Town/ County	Project Description	Estimated Cost
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Division

Greenville/ Pitt Co. Div. 2 R-2250A	Project WBS 34411.2.2 NC 11-903 (Greenville Southwest Bypass) from NC 11 to SR 1128 (Davenport Farm Road). Initial funding is requested for appraisal and acquisition of specific parcel 915.	\$25,000.00
New Hanover Co. Div. 3 R-2405A	Project 34425.3.11 US 17 (I-40 Connector) from east of I-40 at Wilmington to 0.21 kilometers northeast of SR 1571 (Scotts Hill Loop Road), 6.0 miles. \$42,054,049.00 has previously been approved for construction. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$451,000.00
Greensboro/ Guilford Co. Div. 7 U-2525	Project WBS 34821.1.1 The Greensboro Eastern Loop from SR 2303 (Lawndale Drive) to north of I-40/85. \$5,545,292.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$122,000.00
Winston- Salem/ Forsyth Co. Div. 9 U-2579	Project WBS 34839.1.1 The Winston-Salem Northern Beltway, Eastern Section, from US 52 to US 311. \$8,131,694.00 has previously been approved for preliminary engineering. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$374,000.00
Winston- Salem/ Forsyth Co. Div. 9 U-2579AB	Project WBS 34839.2.4 The Winston-Salem Northern Beltway (Eastern Section) from I-40 to I-40 Business/US 421. \$11,861,957.00 has previously been approved for appraisal and acquisition of specific parcels. Additional funds of \$612,106.00 are requested for acquisition of specific parcels 805 (\$135,788.00) and 995 (\$476,318.00).	\$612,106.00
Winston- Salem/ Forsyth Co. Div. 9 U-2579E	Project WBS 34839.2.8 The Winston-Salem Northern Beltway (Eastern Section) from SR 2211 (Baux Mountain Road) to NC 8. \$2,058,466.00 has previously been approved for appraisal and acquisition of specific parcels. Additional funds are requested for acquisition of specific parcel 984.	\$234,586.00
Winston- Salem/ Forsyth Co. Div. 9 U-2579C	Project WBS 34839.2.6 The Winston-Salem Northern Beltway (Eastern Section) from US 158 to US 311. \$2,162,898.00 has previously been approved for appraisal and acquisition of specific parcels. Additional funds are requested for appraisal and acquisition	\$25,000.00

of specific parcel 980.

Charlotte/ Mecklenburg Co. Div. 10 R-2248C	Project WBS 34410.3.20 I-485 (Charlotte Western Outer Loop) from north of NC 27 (Mount Holly Road) to northeast of SR 2042 (Oakdale Road), 4.5 miles. \$58,177,727.00 has previously been approved for construction. Additional funds are needed to cover expenditures that have or will exceed the previously authorized budget.	\$720,000.00
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Trust Fund Urban Loop Summary	8 Projects	\$2,563,692.00
Trust Fund Intrastate Summary	15 Projects	\$5,535,000.00
Trust Summary of Trust Funds	23 Projects	\$8,098,692.00

Approval – Funds for Specific Spot Safety Improvement Projects

Following the recommendation of Calvin Leggett, Manager of the Program Development Branch, a motion was made by Board Member Burrell, seconded by Board Member Lakey, and the vote was unanimous to allocate funds to the following projects:

Town/ County Division	Project Description	Estimated Cost
Fayetteville/ Cumberland Co. Div. 6 SS-4906X	Project WBS 41980.3 SR 1408 (Bonanza Drive) and Glen Canyon/School Drive. Initial construction funds are needed for traffic signal installation with pedestrian indication. File 06-07-220C	\$95,500.00
Chapel Hill/ Orange Co. Div. 7 US-3848	Project WBS 31908 \$5,000 in construction funds has previously been approved for pedestrian signal revision at NC 54 (Raleigh Road) and Hamilton Road. Project was built with other funds. Delete project and reduce funds. File 07-01-200-1	-\$4,736.94
Booneville/ Yadkin Co. Div. 11 US-4006	Project WBS 39518 \$70,000 in right of way funds has previously been approved for left turn lane construction and traffic signal revisions at NC 67 and US 601. Right of way is	-\$70,000.00

Letting List published January 16, 2008.

Division 2

National Highway

Beaufort Co. R-2510A*	WBS 34440.3.2, NHF-0017(61) US 17 from south of SR 1127 (Possum Track Road) to south of SR 1149 (Price Road), 4.198 miles. \$13,800,000.00 has previously been approved for construction. Funds need to be increased \$877,721.00 to reflect the low bid received on December 18, 2007.	\$877,721.00 Cost \$702,177.00 Fed. \$175,544.00 State
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Bridge

Beaufort Co. B-4021	WBS 33388.3.1, BRZ-1410(2) Replace Bridge #84 over Latham Creek on SR 1410, 0.140 mile. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$975,000.00 Cost \$780,000.00 Fed. \$195,000.00 State
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Carteret Co. B-3625	WBS 33173.3.2, BRSTP-1124(3) Replace Bridge #20 over East Prong of Broad Creek on SR 1124, 0.184 mile. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$1,100,000.00 Cost \$880,000.00 Fed. \$220,000.00 State
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Safety

Pitt Co. SF-4902A	WBS 40695.2, STP-2241(1) Intersection of SR 2241 (Ivey Road) and SR 1727 (Eastern Pines Road). Funds are needed for right of way and utilities.	\$5,000.00 Cost \$4,500.00 Fed. \$500.00 State
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Division 3

Surface Transportation

Brunswick Co. R-3324	WBS 34531.2.1, STP-0133(3) New Route from NC 211 to NC 87 at SR 1525 (Bethel Road). Funds are needed for right of way and utilities.	\$12,475,000.00 Cost \$9,980,000.00 Fed. \$2,495,000.00 State
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Bridge

Duplin Co. B-3836	WBS 33284.3.1, BRSTP-0111(8) Replace Bridge #35 over Panther Creek on NC 111,	\$609,500.00 Cost \$487,600.00 Fed.
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0.050 mile. Funds are needed for construction by purchase order contract.	\$121,900.00 State
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Division 5

Bridge

Franklin Co. B-4114	WBS 33469.2.1, BRZ-1146(5) Replace Bridge #151 over Camping Creek on SR 1146. Funds are needed for right of way and utilities.	\$53,000.00 Cost \$42,400.00 Fed. \$10,600.00 State
Wake Co. B-3526	WBS 33134.3.1, BRSTP-1613(4) Replace Bridge #65 over an unnamed tributary to Crabtree Creek on SR 1613. Funds are needed for construction by city forces.	\$980,144.00 Cost \$784,115.00 Fed. \$196,029.00 State
Durham / Wake Cos. B-3528	WBS 33136.3.1, BRZ-1839(1) Replace Bridge #429 over Sycamore Creek on SR 1839, 0.284 mile. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$1,300,000.00 Cost \$1,040,000.00 Fed. \$260,000.00 State
Wake Co. B-4991	WBS 40890.2.1, BRZ-1163(7) Replace Bridge #359 over Beaver Creek on SR 1163. Funds are needed for right of way.	\$15,000.00 Cost \$12,000.00 Fed. \$3,000.00 State
Warren Co. B-3706	WBS 33246.2.1, BRZ-1100(8) Replace Bridge #20 over Fishing Creek on SR 1100. Funds are needed for right of way and utilities.	\$41,000.00 Cost \$32,800.00 Fed. \$8,200.00 State

Division 6

Interstate Maintenance

Cumberland Co. K-4904	WBS 40223.3.1, IMS-095-1(63)47 I-95 - Renovation of Rest Area Pair - Buildings, grounds and parking facilities; buildings to include dual restrooms and ADA compliant family restroom. Funds are needed for Construction based on the latest estimate from the 12- Month Tentative Letting List published January 16, 2008.	\$2,400,000.00 Cost \$2,160,000.00 Fed. \$240,000.00 State
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Enhancement

White Lake/ Bladen Co. E-4933	WBS 39598.3.1, STP-0647(1) Sidewalk along the west side of SR 1515 (White Lake Drive) from Melwood Street to the SR 1515 realignment. \$34,449.00 has previously been approved for	\$11,990.00 Cost \$9,592.00 Fed. \$2,398.00 Local
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construction. Funds need to be increased \$11,990.00 based on the latest estimate.

Safety

Cumberland Co. SF-4906G	WBS 40733.3, STP-0210(12) Intersection of NC 210 and NC 242. Funds are needed for construction by purchase order contract for intersection improvements.	\$6,000.00 Cost \$5,400.00 Fed. \$600.00 State
Cumberland Co. SF-4906J	WBS 40732.2, STP-1006(27) Intersection of SR 1006 (Maxwell Road) and SR 1826 (Wade-Stedman Road) in Fayetteville. Funds are needed for right of way and utilities.	\$14,000.00 Cost \$12,600.00 Fed. \$1,400.00 State
Cumberland Co. W-5001	WBS 41174.2.1, STP-0013(22) US 13 from east of I-95 to the Sampson County Line. Funds are needed for right of way and utilities.	\$100,000.00 Cost \$90,000.00 Fed. \$10,000.00 State

Division 7

Interstate Maintenance

Alamance Co. I-4714	WS 38726.3.1, IMS-040-2(130)145 NC 49 (Milepost 145) to NC 54 (Milepost 148), 2.800 miles. \$4,393,561.00 has previously been approved for construction. Funds need to be decreased (\$4,393,561.00). This is now a GARVEE BOND Project.	-\$4,393,561.00 Cost -\$3,954,205.00 Fed. -\$439,356.00 State
Alamance Co. I-4714	WBS 38726.3.GV1, IMS-040-2(130)145 NC 49 (Milepost 145) to NC 54 (Milepost 148), 2.800 miles. Funds are needed for construction. This is now a GARVEE BOND project with \$467,475.00 of Federal funds in FFY08 through FFY19, and \$623,300.00 of State matching funds in FFY08.	\$6,233,000.00 Cost \$5,609,700.00 Fed. \$623,300.00 State

Urban

Greensboro/ Guilford Co. U-2412A	WBS 34802.2.2, STP-4121(3) SR 4121 (Greensboro/High Point Road) from the US 311 Bypass to SR 4228 (Vickery Chapel Road). \$1,250,500.00 has previously been approved for right of	\$180,000.00 Cost \$144,000.00 Fed. \$36,000.00 State
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way - Advance Acquisition. Additional funds are needed to cover the costs of settlement for SP 914 (Property of Richard R. Hendley).

Bridge

Guilford Co. B-3852	WBS 33299.3.1, BRZ-3389(1) Replace Bridge #449 over Alamance Creek on SR 3389, 0.316 mile. \$1,500,000.00 has previously been approved for construction. Funds need to be decreased (\$117,969.00) to reflect the low bid received on December 18, 2007.	-\$117,969.00 Cost -\$94,375.00 Fed. -\$23,594.00 State
Guilford Co. B-4128	WBS 33481.3.1, BRSTP-1549(4) Replace Bridge #73 over Bull Run Creek on SR 1549 in Greensboro, 0.338 mile. \$2,900,000.00 has previously been approved for construction. Funds need to be increased \$566,742.00 to reflect the low bid received on December 18, 2007.	\$566,742.00 Cost \$453,394.00 Fed. \$113,348.00 State

Division 8

Urban

Raeford/ Hoke Co. U-3816	WBS 34979.3.1, STP-0831(2) Palmer Street Extension from NC 211 at SR 1149 (McLean Road) to NC 20 at SR 1403 (Prospect Avenue), 1.335 miles. \$7,800,000.00 has previously been approved for construction. Funds need to be decreased (\$358,746.00) to reflect the low bid received on December 18, 2007.	-\$358,746.00 Cost -\$286,997.00 Fed. -\$71,749.00 State
Rockingham / Richmond Co. U-3456	WBS 34950.3.2, STPNHS-0001(115) US 1 (Fayetteville Road) from SR 1424 (Roberdel Road) to SR 1640 (Wiregrass Road) and SR 1442 (Ledbetter Road), 2.898 miles. \$14,900,000.00 has previously been approved for construction. Funds need to be increased \$407,598.00 to reflect the low bid received on December 18, 2007.	\$407,598.00 Cost \$326,078.00 Fed. \$81,520.00 State
Rockingham / Richmond Co. U-5010	WBS 41143.1.1, NHS-0001(119) US 1 from south of SR 1108 (Mizpah Road) to US 74 (Future I-74). Funds are needed for preliminary engineering.	\$450,000.00 Cost \$360,000.00 Fed. \$90,000.00 State

Bridge

Richmond Co. B-4247	WBS 33590.2.1, BRZ-1321(2) Replace Bridge #129 over Big Mountain Creek on SR 1321. Funds are needed for right of way and utilities.	\$50,000.00 Cost \$40,000.00 Fed. \$10,000.00 State
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Project Mitigation

Randolph Co. R-2606WM	WBS 34480.4.3, NHS-0311(18) US 311 from south of SR 1920 (Tuttle Road) to US 220 north of SR 1712 (Pineville Road) - Wetland Mitigation. Funds are needed for Construction by State Forces at the Caraway Mountain Mitigation Site to transplant and enhance the endangered species Schweintz's Sunflower and perform a prescribed burn.	\$21,000.00 Cost \$16,800.00 Fed. \$4,200.00 State
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Division 9

Interstate Maintenance

Davidson Co. K-4905	WBS 39886.1.1, IMS-085-3(194)100 I-85 - Renovation of Rest Area Pair. Funds are needed for preliminary engineering.	\$270,000.00 Cost \$243,000.00 Fed. \$27,000.00 State
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Project Mitigation

Rowan Co. R-2903WM	WBS 34511.4.3, STPNHS-0052(21) US 52 from multi-lanes south of NC 49 at Richfield to I-85 north of Salisbury - Wetland Mitigation. Funds are needed for Construction by State Forces at the Surratt Road Mitigation Site to transplant and enhance the endangered species Schweintz's Sunflower and perform a prescribed burn.	\$4,500.00 Cost \$3,600.00 Fed. \$900.00 State
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High Priority

Winston- Salem/ Forsyth Co. U-2579B*	WBS 34839.2.10, HPPNHF-0918(46) Winston-Salem Northern Beltway (Eastern Section) from I-40 Business/US 421 to US 158. \$225,367.00 has previously been approved for right of way - Advance	\$343,370.00 Cost \$274,696.00 Fed. \$68,674.00 State
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Acquisition. Additional funds are needed to cover the costs of settlement for SP 985 (Property of Timothy Smith, \$138,143.00) and SP 992 (Property of Mr. & Mrs. Bill G. Brock, \$205,227.00).

Division 10

Interstate Maintenance

Cabarrus Co. K-4906	WBS 39928.1.1, IMS-085-2(64)59 I-85 - Renovation of Rest Area Pair. Funds are needed for preliminary engineering.	\$270,000.00 Cost \$243,000.00 Fed. \$27,000.00 State
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Urban

Charlotte/ Mecklenburg Co. U-0209*	WBS 34749.1.1, MAFR-FR-018-2(17) US 74 (Independence Boulevard) from Brookshire Freeway to NC 24-27 (Albemarle Road). \$5,913,681.00 has previously been approved for preliminary engineering. Funds need to be increased \$611,000.00 based on the latest estimate.	\$611,000.00 Cost \$458,250.00 Fed. \$152,750.00 State
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Monroe/ Union Co. U-3412A	WBS 34938.3.3, STP-1223(1) SR 1223 (Martin Luther King, Jr. Boulevard) from NC 200 (Lancaster Avenue) to SR 1162 (Goldmine Road), 3.000 miles. \$24,700,000.00 has previously been approved for construction. Funds need to be increased \$456,250.00 to reflect the low bid received on November 8, 2007. This is a two-year cash flow project with \$12,578,125.00 in FFY08 and \$12,578,125.00 in FFY09.	\$456,250.00 Cost \$365,000.00 Fed. \$91,250.00 State
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Bridge

Stanly Co. B-4644	WBS 33811.2.1, BRZ-1934(1) Replace Bridge #57 over Hardy Creek on SR 1934. Funds are needed for right of way and utilities.	\$29,500.00 Cost \$23,600.00 Fed. \$5,900.00 State
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Safety

Divisionwide Z-4410	WBS 35469.2.7, STP-FY03(11) State Systems Railway-Highway grade crossing safety improvements. \$1,948,000.00 has previously been approved for construction. Funds need to be increased	\$80,802.00 Cost \$72,722.00 Fed. \$8,080.00 State
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\$80,802.00 based on the latest estimate for Z-4410BY, intersection of NC 138 and the Aberdeen, Carolina and Western Railroad Tracks in Aquadale; Crossing #728 852T.

Division 11

Surface Transportation

Alleghany Co. R-3101	WBS 37044.2.1, STP-0021(11) US 21 from Roaring Gap to Sparta. Funds are needed for right of way - Advance Acquisition - appraisal and acquisition costs for SP 901.	\$25,000.00 Cost \$20,000.00 Fed. \$5,000.00 State
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Urban

Lenoir/ Caldwell U-2211B	WBS 34783.2.3, STP-1001(38) SR 1001 (Connelly Springs Road) from US 321A (Norwood Street) to SR 1712 (Oak Hill School Road) east of US 321. 89,500.00 has previously been approved for right of way - Advance Acquisition. Additional funds are needed to cover the costs of settlement for SP 902 (Property of Mildred Holman).	\$86,000.00 Cost \$68,800.00 Fed. \$17,200.00 State
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Bridge

Surry Co. B-3910	WBS 33345.3.1, BRZ-1330(4) Replace Bridge #37 over the Mitchell River on SR 1330, 0.160 mile. Funds are needed for construction by purchase order contract.	\$1,030,000.00 Cost \$824,000.00 Fed. \$206,000.00 State
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Division 12

Interstate Maintenance

Catawba- Iredell Cos.	WBS 41455.3.GV1, IMS-040-2(134)119 I-40 from near Milepost 119 in Burke County to near	\$37,834,000.00 Cost \$34,674,000.00 Fed.
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I-5003	Milepost 146, in Iredell County, 25.950 miles. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008. This project is being partially funded with GARVEE BOND proceeds with \$2,162,000.00 of federal funds in FFY08 through FFY19, and \$2,190,000.00 of state matching funds in FFY08. The remainder of the funding is traditional federal (\$8,730,000.00) and state (\$970,000.00) funding.	\$3,160,000.00 State
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Catawba Co. K-4907	WBS 39893.1.1, IMS-040-2(136)117 I-40 - Renovation of Rest Area Pair. Funds are needed for preliminary engineering.	\$270,000.00 Cost \$243,000.00 Fed. \$27,000.00 State
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Urban

Statesville/ Iredell Co. U-4749	WBS 40103.1.1, STP-0064(106) US 64-70 (Garner Bagnel Road) from I-40 to I-77. Funds are needed for preliminary engineering.	\$800,000.00 Cost \$640,000.00 Fed. \$160,000.00 State
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Bridge

Iredell Co. B-4157	WBS 33505.3.1, BRZ-1581(2) Replace Bridge #140 over Snow Creek on SR 1581, 0.251 mile. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$1,500,000.00 Cost \$1,200,000.00 Fed. \$300,000.00 State
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Municipal Bridge

Gastonia/ Gaston Co. B-4344	WBS 33674.3.1, BRZ-1213(4) Replace Bridge #167 over Kaylor Branch on Tulip Drive. \$1,080,000.00 has previously been approved for construction. Funds need to be decreased (\$112,492.00) to reflect the low bid received on October 4, 2007.	-\$112,492.00 Cost -\$89,994.00 Fed. -\$22,498.00 Local
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Division 13

Interstate Maintenance

McDowell Co. K-4909	WBS 39977.1.1, IMS-040-2(137)83 I-40 - Renovation of Rest Area Pair. Funds are needed for	\$270,000.00 Cost \$243,000.00 Fed.
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preliminary engineering. \$27,000.00 State

Bridge

Burke Co. WBS 33409.2.1, BRZ-1424(4) \$14,000.00 Cost
B-4043 Replace Bridge #51 over Parks Creek on SR 1424. \$11,200.00 Fed.
Funds are needed for right of way and utilities. \$2,800.00 State

McDowell Co. WBS 33536.3.1, BRSTP-0226(8) \$2,000,000.00 Cost
B-4189 Replace Bridge #49 over South Muddy Creek on NC 226, \$1,600,000.00 Fed.
0.303 mile. Funds are needed for Construction based on \$400,000.00 State
the latest estimate from the 12-Month Tentative Letting
List published January 16, 2008.

Safety

Marion/ WBS 40325.1.18, STP-1316(11) \$20,000.00 Cost
McDowell Co. Crossing closure and improvement project. Funds are \$20,000.00 Fed.
Y-4813A needed for preliminary engineering.

High Priority

McDowell Co. WBS 41158.3.1, HPPNHS-0221(25) \$491,000.00 Cost
R-5002A US 221-NC 226 from Woodlawn to Spruce Pine, 10.00 \$392,800.00 Fed.
miles. Funds are needed for construction by purchase \$98,200.00 State
order contract to install concrete expressway gutter and
associated drainage structures.

McDowell Co. WBS 41158.2.1, HPPNHS-0221(25) \$50,000.00 Cost
R-5002A US 221-NC 226 from Woodlawn to Spruce Pine. Funds \$40,000.00 Fed.
are needed for utility relocation. \$10,000.00 State

Division 14

Interstate Maintenance

Henderson WBS 41456.3.GV1, IMS-026-1(77)40 \$15,748,000.00 Cost
Co. I-26 (Concrete Section) from the Buncombe County Line \$14,323,800.00 Fed.

I-5005A	(Mile Marker 40.0) to Mile Marker 50.3, 10.300 miles. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008. This project is being partially funded with GARVEE BOND proceeds with \$523,000.00 of federal funds in FFY08 through FFY19, and \$530,000.00 of state matching funds in FFY08. The remainder of the funding is traditional federal (\$8,047,800.00) and state (\$894,200.00) funding.	\$1,424,200.00 State
Henderson Co. I-5005B	WBS 41456.3.1, IMS-026-1(78)50 I-26 (Asphalt Section) from Mile Marker 50.3 to Mile Marker 53.3, 3.00 miles. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$4,271,000.00 Cost \$3,843,900.00 Fed. \$427,100.00 State

National Highway

Divisionwide R-4412	WBS 38904.3.1, NHS-000S(436) US 23, US 74, US 25-176 Connector (National Highway System Guardrail Rehabilitation), 129.500 miles. Funds are needed for construction by purchase order contract to upgrade sub-standard guardrail, end treatments and bridge anchor units.	\$805,000.00 Cost \$644,000.00 Fed. \$161,000.00 State
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Bridge

Haywood Co. B-4144	WBS 33493.3.1, BRZ-1519(2) Replace Bridge #211 over Richland Creek on SR 1519, 0.136 mile. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$1,650,000.00 Cost \$1,320,000.00 Fed. \$330,000.00 State
Polk Co. B-3019	WBS 32815.2.2, BRZ-1517(1) Replace Bridge #19 over the Pacolet River on SR 1517, 0.078 mile. Funds are needed for Construction based on the latest estimate from the 12-Month Tentative Letting List published January 16, 2008.	\$875,000.00 Cost \$700,000.00 Fed. \$175,000.00 State

- ***INDICATES LOOP AND INTRASTATE PROJECTS**

ITEM M SUMMARY - 57 PROJECT(S) - (TOTAL FEDERAL AND STATE) \$98,788,449.00

Approval – Revisions to the 2007 - 2013 STIP

Following the recommendation of Calvin Leggett, Manager of the Program Development Branch, a motion was made by Board Member Burrell, seconded by Board Member Lakey, and the vote was unanimous in approving the following modifications to the 2007 – 2013 State Transportation Improvement Program:

HIGHWAY PROGRAM

STIP ADDITIONS

DIVISION 1

1. E-5021	Manteo, Sir Walter Raleigh Street and Bidford Street, Dare County. Install landscaping and related amenities in the roundabout.	Construction FFY 08 - \$40,000 (STPE) Construction FFY 08 - <u>\$10,000</u> (L) Total Cost ----- \$50,000 (STPE/L)
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DIVISION 10

1. I-5014	I-277 (Brookshire Freeway), Charlotte, US 74 (Independence Boulevard) to I-77, Mecklenburg County. Replace Interstate lighting system.	Construction FFY 08 - \$6,500,000 (IM)
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DIVISION 14

1. R-5024	SR 1449 (Cope Creek Road), NC 107 to SR 1710, Jackson County. Widen, realign and make drainage improvements.	Construction SFY 08 - \$1,500,000 (S)
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STATEWIDE

1. M-0412	I-95, Corridors of the Future Program. North Carolina has received Interstate Maintenance Discretionary Funds (IMD) for improvements to the I-95 Corridor from Florida to Virginia. North Carolina is to provide funding to adjoining states for improvements to I-95 within their borders under terms of the agreement.	Reimbursement SFY 09 - \$ 8,400,000 (S) Reimbursement SFY 10 - <u>\$ 8,400,000</u> (S) Total Reimbursement ---- \$16,800,000 (S)
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STIP MODIFICATIONS

DIVISION 10

1. W-5012 NC 218 at NC 200, Union County. Install left turn lanes at all four approaches and replace flasher with traffic signal. Accelerated construction, FFY 09 to FFY 08 due to advance design of project considered as a NCMA project earlier. Construction FFY 08 - \$900,000 (HES)

DIVISION 13

1. I-4908B	I-40, East of Old Fort (Milepost 73) to NC 226 (Milepost 86), McDowell County. Rehabilitate pavement. Accelerate construction, FFY 09 to FFY 08 using GARVEE funds.	<u>Construction FFY 08 -----</u> \$ 8,100,000 (GARVEE) Construction FFY 08 ----- \$ 980,000 (DP) Construction FFY 08 ----- \$ 7,000,000 (IMPM) Construction FFY 08 ----- \$ 900,000 (SM) Garvee Payback FFY 08 ---- \$ 888,000 (IMPM) Gravee Payback FFY 09 ---- \$ 888,000 (IMPM) Gravee Payback FFY 10 ---- \$ 888,000 (IMPM) Gravee Payback FFY 11 ---- \$ 888,000 (IMPM) Gravee Payback FFY 12 ---- \$ 888,000 (IMPM) Gravee Payback FFY 13 ---- \$ 888,000 (IMPM) Gravee Payback FFY 14 ---- \$ 888,000 (IMPM) Gravee Payback FFY 15 ---- \$ 888,000 (IMPM) Gravee Payback FFY 16-19 - <u>\$ 3,552,000</u> (IMPM) Total Cost ----- \$19,536,000 (IMPM/DP/SM)
2. I-4920	I-26, North of NC 146 (Milepost 37) to north of Henderson County Line (Milepost 40), Buncombe County. Rehabilitate pavement. Accelerate construction, FFY 09 to FFY 08 using GARVEE funds.	<u>Construction FFY 08 -----</u> \$3,150,000 (GARVEE) Construction FFY 08 ----- \$1,500,000 (IMPM) Construction FFY 08 ----- \$ 350,000 (SM) Gravee Payback FFY 08 ---- \$ 345,000 (IMPM) Gravee Payback FFY 09 ---- \$ 345,000 (IMPM) Gravee Payback FFY 10 ---- \$ 345,000 (IMPM) Gravee Payback FFY 11 ---- \$ 345,000 (IMPM) Gravee Payback FFY 12 ---- \$ 345,000 (IMPM) Gravee Payback FFY 13 ---- \$ 345,000 (IMPM) Gravee Payback FFY 14 ---- \$ 345,000 (IMPM) Gravee Payback FFY 15 ---- \$ 345,000 (IMPM) Gravee Payback FFY 16-19 - <u>\$1,380,000</u> (IMPM) Total Cost ----- \$5,990,000 (IMPM/SM)

Manager of the Funds Administration Section Laurie Smith outlined provisions for municipal and special agreements. Pursuant to her recommendation, a motion was made by Board Member Blount, seconded by Board Member Cowell, and the vote was unanimous with the exception of the Board Members listed below, to approve the following agreements:

Board Member Thornburg abstained from voting on Project 36249.2716 in Haywood Co.
Board Member Spaulding abstained from voting on Project EL-2921 E in Durham Co.

SUMMARY: There are a total of 21 agreements for approval by the Board of Transportation. The agreements are as follows: 14 TIP, 5 Utility, 1 Special, and 1 Enhancement.

Division 3

United States Department of Agriculture
Animal and Plant Health Inspection Service
(APHIS), Wildlife Services (WS)
New Hanover, Pender and
Brunswick County
3B.106511
3B.107111
3B.201011

This cooperative service agreement is to provide pigeon damage management services to reduce or eliminate property damage and threats to human health and safety caused by pigeon activities on various bridges identified by the Department. The USDA/APHIS-WS shall conduct the damage management services and monitor the sites for new activity. The Department shall reimburse the Wildlife Services one hundred percent (100%) of the actual costs for the work incurred at each site. (Estimated annual cost is \$28,000.)

Division 4

City of Goldsboro
Wayne County
R-2554 BA
34461.1.3

This project consists of the improvement of US 70 (Goldsboro Bypass) from east of SR 1300 (Salem Church Rd.) to east of SR 1556 (Wayne Memorial Dr.) in Goldsboro. The Department shall prepare the environmental and/or planning document including any permits, project plans and specifications, acquire any needed right of way, relocate and adjust utilities and construct the project. The Municipality shall relocate and adjust any municipally-owned water and sewer lines and any utilities under franchise.

Division 5

City of Durham
Durham County
EL-2921 E

This project consists of the construction of a 10-foot wide asphalt section with 2-foot select material shoulders for approximately 12,891 feet, from NC 54 to Scott King Road to include the construction of a minimum 10-foot wide bridge from rail to rail over I-40, and a 10-foot wide asphalt section with 2-foot select material shoulders for approximately 8,732 feet from Scott King Road to the Durham/Chatham County line. The Department shall reimburse the Municipality to the extent of 80% of the approved SAFETEA-LU eligible costs up to and not to exceed the maximum federal award amount of \$2,233,400, to the extent of 100% of the approved Section 117 eligible costs up to and not to exceed maximum federal award amount of \$491,964 and to the extent of 80% of the approved STP-DA funds up to the maximum amount of \$1,181,000. The Municipality shall provide at least 20% matching funds for the SAFETEA-LU funds (\$558,350) and the STP-DA funds (\$295,250) authorized and all costs that exceed the total maximum amount of \$3,906,364 as allocated to the Department by FHWA.

City of Raleigh
Wake County
R-2809 A
34503.3.7

This project consists of the improvements of NC 98 (Wake Forest Bypass) from west of SR 1923 (Thompson Mill Road) to west of US 1 (Capital Boulevard) in Wake Forest.

At the request of the Municipality, the Department shall include provisions in the construction contract for the contractor to install municipally-owned water lines. The Municipality shall reimburse the Department the entire cost of said utility work. (Estimated cost to the Municipality is \$151,900.10.)

Division 5 and 7

City of Durham

This project consists of the construction of

Town of Chapel Hill
Durham/Orange Counties
EB-4707

bicycle and pedestrian facilities along SR 2220 in Durham County (Old Chapel Hill Road) and SR 1838 in Orange County (Old Durham Road) located within the Durham-Chapel Hill-Carrboro (DCHC) Metropolitan Planning Organization (MPO). The Department is responsible for all phases of the Project including planning, design, right of way, utilities, construction and contract administration. The Department shall allocate an amount not to exceed \$400,000 of State Transportation Program (STP-EB) funds, and \$2,742,400 which represents 80% from the Durham-Chapel Hill-Carrboro (DCHC) MPO's State Transportation Program Direct Attributable Funds Allocation (STP-DA). The Municipality will be responsible for providing the 20% (\$685,600) matching funds for the DA funds authorized. Durham's 20% match is estimated to be \$445,640 and Chapel Hill's match is estimated at \$239,960 and any costs which exceed \$3,828,000.

Division 7

City of Greensboro
Guilford County
B-4128
33481.3.1

This project consists of the replacement of Bridge No. 73 over Bull Run Creek on SR 1549 in Greensboro.

At the request of the Municipality, the Department shall include provisions in the construction contract for the contractor to install municipally-owned water lines. The Municipality shall reimburse the Department the entire cost of said utility work. (Estimated cost to the Municipality is \$156,930.00.)

County of Orange
Orange County
EB-4409 B
34025.1.1

This project consists of the development of a comprehensive system of bicycle routes throughout Orange County. The County will be responsible for procuring design

services for production of the map. The Department shall participate in the actual costs of the project not to exceed \$50,000.

Division 8

City of Asheboro
Randolph County
B-4245
33588.3.1

This project consists of the replacement of Bridge #257 over Richland Creek on SR 2824 in Asheboro. The Department shall prepare the environmental and/or planning document including any permits, project plans and specifications, acquire any needed right of way, relocate and adjust utilities and construct and administer the project. The Municipality shall relocate and adjust any municipally-owned water and sewer lines and any utilities under franchise.

At the request of the Municipality, the Department shall include provisions in the construction contract for the contractor to install municipally-owned sewer lines. The Municipality shall reimburse the Department the entire cost of said utility work. (Estimated cost to the Municipality is \$13,452.00.)

Division 9

County of Rowan
Rowan County
EB-4409 A
34025.1.1

This project consists of the development of a comprehensive system of bicycle routes throughout Rowan County. The County will be responsible for procuring design services for production of the map. The Department shall participate in the actual costs of the project not to exceed \$45,000.

Town of Kernersville
Forsyth County
U-4742 H

This project consists of providing a center turn lane for left turns onto Glenwood Road from southbound Union Cross Road in Kernersville. The Municipality shall prepare

the environmental and/or planning document, including any environmental permits, design and prepare plans, specifications, quantities and details, change, adjust and relocate all utilities, acquire for conveyance any additional right of way, administer and construct the project. The Department shall allocate an amount not to exceed 80% (\$110,578) from the STP-DA funds allocation. The Municipality will be responsible for providing the 20% (\$27,645) matching funds for the DA funds authorized.

Town of Kernersville
Forsyth County
U-4742 I

This project consists of South Main Street and Old Winston Road by converting a northbound right turn lane into a thru lane which extends approximately 910 feet from the intersection in Kernersville. The Municipality shall prepare the environmental and/or planning document, including any environmental permits, design and prepare plans, specifications, quantities and details, change, adjust and relocate all utilities, acquire for conveyance any additional right of way, administer and construct the project. The Department shall allocate an amount not to exceed 80% (\$229,294) from the STP-DA funds allocation. The Municipality will be responsible for providing the 20% (\$57,324) matching funds for the DA funds authorized.

City of Winston-Salem
Forsyth County
U-3119 A
34906.3.4

This project consists of the widening of SR 1103 (Lewisville-Clemmons Road) to a four-lane roadway divided with a 4.8 m (16 foot) median from SR 1891 (Peace Haven Road) to US 421 in Winston-Salem.

Village of Clemmons
Forsyth County
U-3119 A
34906.3.4

At the request of the Municipality, the Department shall include provisions in the construction contract for the contractor to install municipally-owned water lines and install a new fire hydrant. The Municipality shall reimburse the Department the entire cost of said utility work. (Estimated cost to the Municipality is \$150,000.00.)

This project consists of the widening of SR 1103 (Lewisville-Clemmons Road) to a four-lane roadway divided with a 4.8 m (16 foot) median from SR 1891 (Peace Haven Road) to US 421. The Department shall prepare the environmental and/or planning document, project plans and specifications, construct the project, acquire any needed right of way, and relocate and adjust utilities. The Village shall relocate and adjust any village-owned water and sewer lines and any utilities under franchise.

At the request of the Village, the Department shall include provisions in its construction contract for the construction of sidewalks along east side of Lewisville-Clemmons Road (SR 1103). The Village shall be responsible for acquiring any needed right of way, relocate and adjust utilities, assume all maintenance and liability responsibilities for the sidewalks upon completion of the project and reimburse the Department 30% of the actual cost of the sidewalk. (Estimated cost to the Village is \$46,035.00.)

City of Lexington
Davidson County
C-4967

This project covers the funding for the purchase of two natural gas vehicles in Davidson County.

This Supplemental Agreement includes additional funding for the purchase of two natural gas vehicles in Davidson County.

The Municipality shall provide at least 20% matching funds and all costs that exceed the federal amount of \$40,162.

Division 10

Town of Cornelius
Mecklenburg County
Y-4810 B
40325.1.17

This project consists of the permanent closure of municipal crossings at Smith Road (Crossing No. 721 716U, Milepost O-19.62), between Zion Street and Highway 115 and Zion Street/Railroad Street (Crossing No. 721 714F, Milepost O-20.1). The Railroad will enter into a separate agreement with the Municipality for a new at-grade municipal rail crossing at Catawba Avenue in exchange for the closure of the municipal Smith Road and Zion Street/Railroad Street crossings. The signals and gates project at Hickory Street (Crossing No. 721 715M, Milepost O-19.84), will be constructed and funded under project Z-4610C. The crossing closure responsibilities between the Municipality and Norfolk Southern Railway are included in the agreement. The Municipality is responsible for all construction costs. The Department is responsible for assisting with project administration and preliminary engineering review. (Estimated cost to the Department is \$10,000 for preliminary engineering review and project administration.)

Charlotte-Mecklenburg Utility Department
Mecklenburg County
P-3814 A
34312.3.3

This project consists of the improvements of Back Creek Church Road at NC 49 & N/S Railroad Grade Crossing in Mecklenburg County.

At the request of CMUD, the Department

shall include provisions in the construction contract for the contractor to relocate and adjust certain CMUD-owned water lines. CMUD shall reimburse the Department the entire cost of said utility work. (Estimated cost to CMUD is \$16,500.00.)

Charlotte-Mecklenburg Utility Department
Mecklenburg County
P-3814 B
34312.3.3

This project consists of the improvements of McLean Road (SR 2831) at NCRR/NS Railway Grade Crossing # 715 343J in Mecklenburg County.

At the request of CMUD, the Department shall include provisions in the construction contract for the contractor to relocate and adjust certain CMUD-owned water lines. CMUD shall reimburse the Department the entire cost of said utility work. (Estimated cost to CMUD is \$43,535.35.)

Division 12

Town of Dallas
Gaston County
E-4959
39625.1.1 PE
39625.3.1 CON

This Agreement covers the enhancement funding for Phase II: Remove BellSouth overhead communication lines and relocate/re-splice large feeder cables to an underground conduit system on Trade Street between Holland and Hoffman Streets.

This Supplemental Agreement provides for the Department's participation in the cost of the project in an amount of \$226,400 in lieu of \$106,400.

Division 14

FHWA
Eastern Federal Lands Highway Division
Haywood County
B-4339

This project consists of the replacement of Bridge #214 carrying SR 1334 (FH 12) over Fines Creek in Haywood County. The Department shall purchase right of way

and adjust utilities as necessary to construct a replacement bridge. FHWA - Eastern Federal Lands Highway Division shall reimburse the Department the entire cost of said right of way acquisition and utility adjustment, including administrative costs. (Estimated cost to FHWA - Eastern Federal Lands Highway Division is \$125,000.)

FHWA
Eastern Federal Lands Highway Division
Haywood County
B-4855

This project consists of the replacement of Bridge #277 carrying SR 1334 (FH 12) over Cove Creek in Haywood County. The Department shall purchase right of way and adjust utilities as necessary to construct a replacement bridge. FHWA - Eastern Federal Lands Highway Division shall reimburse the Department the entire cost of said right of way acquisition and utility adjustment, including administrative costs. (Estimated cost to FHWA - Eastern Federal Lands Highway Division is \$125,000.)

Eastern Band of Cherokee Indians
Swain County
C-4947

This Agreement covers the funding to implement a shuttle service between Cherokee, North Carolina and Gatlinburg, Tennessee.

This Supplemental Agreement is to provide additional funding to increase the federal award amount from \$173,367 to \$513,367.

SUMMARY: There are a total of 42 agreements for informational purposes only. The agreements are as follows: 1 Pedestrian Planning Grant, 13 Traffic, 6 Small Construction, 13 Maintenance, 1 Rail, 1 Special, 1 Economic Development, 1 Statewide Capital Improvements, 3 Secondary Road Construction and 2 Moving Ahead.

Division 1

Town of Edenton
Chowan County
37309.1.1

The Town of Edenton will enter into a municipal agreement with the Department whereby the Municipality shall develop a Pedestrian Comprehensive Plan. The cost of the Project is \$30,000, and the Department shall reimburse the Municipality's actual costs of the Project in an amount not to exceed \$20,000 in accordance with the amount requested in the Municipality's 2007 application for the Bicycle and Pedestrian Planning Grant Initiative.

Division 2

City of Kinston
Lenoir County
36247.2.6

This Municipal Maintenance Agreement (Schedule C) consists of the maintenance and operation of the traffic signals at certain intersections on the State Highway System within or near Kinston. The Department shall reimburse the Municipality based on an annual amount of applicable traffic control devices utilized for the operation and maintenance of the system.

Division 3

Onslow County Board of Education
Onslow County
41048

This project consists of the grading, draining and stabilizing the school bus entrance and bus parking area at the Carolina Forest Elementary School located off Carolina Forest Blvd. in Onslow County.

The BOE, and/or its consultant, shall prepare the environmental and/or planning document, plans, contractor specifications and estimates (PS&E package), relocate and adjust utilities, acquire the right of way and construct the project. The Department shall participate in the cost of the project not to exceed \$50,000. Costs which exceed this amount shall be borne by the BOE.

Town of Rose Hill
Duplin County
39815

This project consists of the construction of wheel chair ramps and other incidentals on the west side of US 117. The Municipality shall prepare and design the project plans and specifications, prepare the environmental and/or planning document, relocate and adjust utilities, acquire any needed right of way, and construct the project. The Department shall participate in the actual construction cost of the project not to exceed \$34,000. Costs which exceed this amount shall be borne by the Municipality.

New Hanover County Schools
New Hanover County
36249.2720

This project consists of the design and installation of a new traffic signal located at the intersection of SR 1002 (Holly Shelter Rd.), North Campus Dr. and School Rd. in New Hanover County. The School shall prepare project plans and traffic signal design, electrical and programming details, relocate and adjust utilities, and acquire any needed right of way and/or construction easements, construct and administer the project. The Department shall review the project plans and inspect the work. The School shall be responsible for 100% of the actual costs of said work. (Estimated reimbursement to the Department for review and inspection is \$5,000.)

Town of Surf City
Pender County
36249.2721

This project consists of the design and installation of a fire department advance warning flasher on NC 210 Hwy. approximately 1.7 miles east of US 17 Hwy. in Surf City. The Town shall prepare project plans and traffic warning flasher design, electrical and programming details,

relocate and adjust utilities, and acquire any needed right of way and/or construction easements, construct and administer the project. The Department shall review the project plans and inspect the work. The Town shall be responsible for 100% of the actual costs of said work. (Estimated reimbursement to the Department for review and inspection is \$5,000.)

Town of Leland
Brunswick County
3.201015

This project covers the “routine” mowing and “clean-up” of state system streets within the corporate limits of the Town of Leland. The Municipality shall provide the equipment, labor, materials and traffic controls to perform said mowing service. The Department shall reimburse the Municipality up to \$2,494.72 for five mowing cycles for a one-year period.

City of Wilmington
New Hanover County
34263.1.1

The Department will provide funds to the Wilmington MPO through the City of Wilmington to perform a Transportation/Land Use Corridor Study on Market Street (US 17 Bus).

The work will study ways to integrate transportation and land use planning by analyzing and providing recommendations for access management, inter-connectivity, improved development standards, collector streets and conceptual design to help improve mobility and safety along the US Highway 17 Business corridor. (Estimated cost of the work to the Department is \$275,000.)

Division 4

Goldsboro/Wayne Transportation Authority
Wayne County
41832
P-3418

This project consists of conducting a stabilization survey and assessment, developing plans to secure and stabilize the Goldsboro Union Depot structure and surrounding site, and making necessary temporary improvements. The

Department shall utilize its limited service agreement contracts to select the private consulting firm to perform the studies. The Authority shall reimburse the Department 10% of the actual cost of the work performed by the Department. Project costs are estimated to total \$100,000.

Division 5

Kerr Lake Volunteer Fire Department, Inc.
and
County of Vance
Vance County
5C.091028

This project consists of paving the drives to the entrance to the bay doors to the Kerr Lake Volunteer Fire Department located at the intersection of SR 1319 and SR 1374. The VFD and/or County shall prepare the environmental and/or planning document, plans, contractor specifications and estimates, construct the project, adjust and relocate all utilities, and provide any needed right of way. The Department shall participate in an amount not to exceed \$25,000.

City of Henderson
Vance County
5.109111
5.209111

This project consists of the routine road maintenance and repair within the State Highway System right of ways of secondary and some primary roads within the Municipality. The Municipality shall provide the personnel, equipment, materials, labor and traffic control devices to perform said work. The Department shall reimburse the Municipality for the actual cost of labor, materials, and equipment in an amount not to exceed \$31,000 per year.

City of Raleigh
Wake County
5.109211 A
5.209211 A

This project consists of the routine road maintenance and repair within the State Highway System right of ways of secondary and some primary roads within the Municipality. The Municipality shall provide the personnel, equipment, materials, labor and traffic control devices to perform said work. The Department shall reimburse the Municipality for the

actual cost of labor, materials, and equipment in an amount not to exceed \$345,000 per year.

City of Durham
Durham County
5.103211
5.203211

This project consists of the routine road maintenance and repair within the State Highway System right of ways of secondary and some primary roads within the Municipality. The Municipality shall provide the personnel, equipment, materials, labor and traffic control devices to perform said work. The Department shall reimburse the Municipality for the actual cost of labor, materials, and equipment in an amount not to exceed \$31,000 per year.

Division 6

Town of Lillington
Harnett County
39821

This project consists of the repair and renovation of a caboose located on US 421 (W. Front Street) in Lillington. The Municipality shall prepare the environmental and/or planning document, plans, contractor specifications and estimates (PS&E package), administer and/or award the contract, and construct the project. The Department shall participate in the actual renovation costs of the project in an amount not to exceed \$10,000.

City of Fayetteville
Cumberland County

This project consists of the installation of a new traffic signal with pedestrian signals at the intersection of SR 1408 (Bonanza Drive) and Glen Canyon Drive/Westover School Entrance in Fayetteville. The Department is responsible for the project plans, signal design, signal poles, signal heads, detection loops and required pavement markings. The Municipality is

responsible for acquiring any needed right of way, relocate and adjust utilities.

Saddle Tree Volunteer Fire Department
and
County of Robeson
Robeson County
36249.2724

This project consists of paving the parking facilities for the Saddle Tree Volunteer Fire Department located on SR 1765 (Rozier Church Road) in Robeson County. The Department shall prepare the environmental and/or planning document, plans, contractor specifications and construct the project. The VFD and/or County shall acquire any needed right of way, and reimburse the Department 100% of the actual cost of the work performed by the Department. (Estimated cost to the VFD and/or County is \$3,000.)

Division 8

Hoke County Board of Education
Hoke County
41946

This project consists of the construction of turn lanes on Phillippi Church Road (SR 1422) at the new Don D. Steed Elementary School in Hoke County. The BOE shall acquire any necessary right of way and/or construction easements, relocate and adjust all utilities. The Department shall prepare the environmental and/or planning document, including any permits, and construct the project.

Carolina Farm Credit
Moore County
37620

This project consists of the extension of a left turn lane to Savannah Gardens Subdivision and a nursing facility to provide a left turn lane for a proposed Carolina Farm Credit Facility on US 15/501. The Department shall prepare the environmental and/or planning document, plans, specifications and estimates (PS&E package), acquire any needed right of way,

relocate and adjust utilities and construct the project. The Developer shall participate in an amount of \$37,201.37. (Estimated cost of the project is \$4,333,815.50.)

Division 9

City of Lexington
Davidson County
36249.2723

This project consists of the revision of an optically actuated emergency vehicle traffic signal pre-emptive device for the southbound direction on NC 8 in Lexington. The Municipality shall purchase, furnish and install the equipment. The Department shall prepare the traffic signal design and project plans and inspect the work. The Municipality shall reimburse the Department 100% of the actual cost of the work performed by the Department. (Estimated cost to the Municipality is \$3,500.)

Town of Kernersville
Forsyth County
40802

This project consists of the reconstruction of Main Street (SR 4315) between Mountain Street and the railroad tracks in Kernersville.

This Supplemental Agreement provides for the completion date of the project to be completed by January 26, 2009 in lieu of January 26, 2008.

City of King
Stokes/Forsyth Counties
9.208515
9.203415

This project covers the "routine" mowing and "clean-up" of state system streets within the corporate limits of the City of King. The Municipality shall provide the equipment, labor, materials and traffic controls to perform said mowing service. The Department shall reimburse the Municipality up to \$6,400 for five mowing cycles for a one-year period.

City of Salisbury
Rowan County
9.108015

This project covers the “routine” mowing and “clean-up” of state system streets within the corporate limits of the City of Salisbury. The Municipality shall provide the equipment, labor, materials and traffic controls to perform said mowing service. The Department shall reimburse the Municipality up to \$4,800 for five mowing cycles for a one-year period.

City of Winston-Salem
Forsyth County
9.103415

This project covers the “routine” mowing and “clean-up” of state system streets within the corporate limits of the City of Winston-Salem. The Municipality shall provide the equipment, labor, materials and traffic controls to perform said mowing service. The Department shall reimburse the Municipality up to \$80,000 for five mowing cycles for a one-year period.

City of Lexington
Davidson County
36053.029

This project consists of the ice and snow removal of certain state maintained roads in and around the corporate limits of the Municipality. The Municipality shall provide the personnel, equipment, materials, labor and traffic control devices to perform said work. The Department shall reimburse the Municipality for the actual cost of labor, materials, and equipment in an amount not to exceed \$25,000 per year.

City of Winston-Salem
Forsyth County
36050.034

This project consists of the ice and snow removal of certain state maintained roads in and around the corporate limits of the Municipality. The Municipality shall provide the personnel, equipment, materials, labor and traffic control devices to perform said work. The Department shall reimburse the Municipality for the actual cost of labor, materials, and equipment in an amount not to exceed \$208,000 per year.

City of Winston-Salem
Forsyth County
9.203411

This project consists of the routine road maintenance and repair within the State Highway System right of ways of secondary and some primary roads within the Municipality. The Municipality shall provide the personnel, equipment, materials, labor and traffic control devices to perform said work. The Department shall reimburse the Municipality for the actual cost of labor, materials, and equipment in an amount not to exceed \$20,000 per year.

Division 10

Ikea Property, Inc.
Mecklenburg County
36249.2713

This project consists of the fabrication and installation of four (4) Ikea directional overhead highway guide signs on I-85 NB and SB at exit 43 (City Blvd.) and two (2) Ikea directional ground mounted highway guide signs on the exit 43 (City Blvd.) ramp in Mecklenburg County. The Department shall be responsible for the sign design, sign fabrication, preliminary investigation and construction inspections of six (6) Ikea directional highway guide signs. The Developer shall reimburse the Department an estimated payment in the amount of \$20,000.

Sandler at Kensington, LLC
Union County
36249.2715

This project consists of the design and installation of a new traffic signal at SR 1301 (Waxhaw-Marvin Road) and Kensington Drive in Waxhaw, Union County. The Developer shall prepare project plans and traffic signal design, furnish and install traffic signal equipment, relocate and adjust utilities, acquire any needed right of way and/or construction easements. The Department shall review the project plans and inspect the work. The Developer shall be responsible for

100% of the actual costs of said work.
(Estimated reimbursement to the
Department for review and inspection is
\$5,000.)

Centex Homes
Mecklenburg County
36249.2712

This project consists of the design and installation of a new traffic signal at the intersection of NC 42/27 (Albemarle Road) and SR 2950 (Denbur Drive) in Mecklenburg County. The Developer shall prepare project plans and traffic signal design, furnish and install traffic signal equipment, relocate and adjust utilities, acquire any needed right of way and/or construction easements. The Department shall review the project plans and inspect the work. The Developer shall be responsible for 100% of the actual costs of said work. (Estimated reimbursement to the Department for review and inspection is \$5,000.)

The Paradise Group
Cabarrus County
36249.2717

This project consists of the upgrade of an existing traffic signal at SR 2894 (Christenbury Parkway/Concord Mills Boulevard) and SR 1445 (Derita Road/Odell School Road) in Concord, Cabarrus County. The Developer shall prepare project plans and traffic signal design, electrical and programming details, relocate and adjust utilities, acquire any needed right of way and/or construction easements, and construct and administer the project. The Department shall review the project plans and inspect the work.

The Developer shall be responsible for 100% of the actual costs of said work. (Estimated reimbursement to the Department for review and inspection is \$5,000.)

Division 11

Town of Dobson
Surry County
30934 & 36567
MA11036R

This project consists of the construction of a 6-foot wide sidewalk along the west side of US 601 Business from Surry Central High School to SR 2221 (Rockford Road/Windsor Park Drive) located from SR 2221 to North in Surry County. The Department shall prepare the environmental and/or planning document, plans, specifications and estimates, administer and/or award the contract and construct the project. The Municipality shall acquire any needed right of way, relocate and adjust utilities and reimburse the Department in an amount of \$4,600. (Estimated total cost of the project is \$23,000.)

County of Caldwell
Caldwell County
41960

This project consists of the roadway improvements, which consist of the pre-construction for a new access road for the expansion of Merchant Distributors, Inc. The County, and/or its consultant, shall prepare the environmental and/or planning document, plans, contractor specifications and estimates (PS&E package), relocate and adjust utilities, acquire any needed right of way, and construct the project. The Department shall participate in the cost of the project not to exceed \$50,000.

Watauga County Board of Education
Watauga County
11.209511

This project consists of the maintenance of existing school bus driveway at Valle Crucis Elementary School located off NC 194 in Watauga County. The BOE shall prepare the environmental and/or planning document including any permits, the plans, contractor specifications, acquire any necessary right of way and/or construction easements, relocate and adjust utilities and construct the project. The Department shall participate in the construction costs of the project not to exceed \$6,500.

County of Watauga
Foscoe Volunteer Fire Department
Watauga County
11C.095095

This project consists of the construction of a driveway entrance to a new sub-station on SR 1114 (Dewitt Barnett Road), in Banner Elk. The County/VFD shall prepare the environmental and/or planning document, plans, contractor specifications and estimates (PS&E package), acquire any needed right of way, administer the construction contract, and construct the project. The Department shall participate in the construction cost of the project in an amount not to exceed \$23,000.

County of Avery
Avery County
11C.006059

This project consists of the construction of a driveway entrance to a new Emergency Medical Service station being constructed on US 19 E in Avery County. The County shall prepare the environmental and/or planning document, plans, contractor specifications and estimates (PS&E package), acquire any needed right of way, administer the construction contract, and construct the project. The Department shall participate in the construction cost of the project in an amount not to exceed \$10,800.

Division 12

Land Planning Associates, Inc.
Gaston County
36249.2718

This project consists of the installation of a traffic signal at the intersection of NC 275/279 and Walnut Street in Dallas, Gaston County. The Developer shall prepare project plans and traffic signal design, furnish and install traffic signal equipment, relocate and adjust utilities, acquire any needed right of way and/or construction easements. The Department shall review the project plans and inspect the work. The Developer shall be

responsible for 100% of the actual costs of said work. (Estimated reimbursement to the Department for review and inspection is \$7,500.)

Land Planning Associates, Inc.
Cleveland County
36249.2719

This project consists of the installation of a traffic signal at the intersection of US 74 Business and SR 2036 (Countryside Road) in Cleveland County. The Developer shall prepare project plans and traffic signal design, furnish and install traffic signal equipment, relocate and adjust utilities, acquire any needed right of way and/or construction easements. The Department shall review the project plans and inspect the work. The Developer shall be responsible for 100% of the actual costs of said work. (Estimated reimbursement to the Department for review and inspection is \$7,500.)

Division 13

Town of Mars Hill
Madison County
30000.9.1

The project consists of the extension of the water service for approximately 500 feet, and the extension of the sewer service.

This Supplemental Agreement amends the Department's participation in the amount of \$7,050. (Total participation by the Department is \$32,050.)

Reynolds Mountain Partners, LLC
Buncombe County
36249.2722

This project consists of the installation of a new traffic signal at the intersection of US 19 Business and Senator Reynolds Road (NS) and the modifications to the existing traffic signal located at the intersection of US 19 Business and US 19/23 off ramp (New Bridge exit). The Developer shall prepare project plans and traffic signal design, electrical and programming details, relocate and adjust utilities, acquire any needed right of way and/or construction easements, and construct and administer the project. The Department shall review the project plans and inspect the work.

The Developer shall be responsible for 100% of the actual costs of said work. (Estimated reimbursement to the Department for review and inspection is \$10,000.)

Division 14

Western Carolina University
Haywood County
36249.2716

This project consists of the drilling for geotechnical investigation to study slope movement at Hunters Crossing Development in Waynesville. The Department shall be responsible for all phases of the project including planning, design, construction and contract administration. WCU shall participate in the cost of the project. (Estimated cost of the project is \$5,000.)

Town of Clyde
Haywood County
36249.2714

This project consists of the installation of guardrail on Main Street and Penland Street in Haywood County. The Department shall provide the personnel, materials, equipment and the labor to accomplish said work and any subsequent work needed to complete the project. The Town shall reimburse the Department 100% of the actual cost of work performed by the Department. (Estimated cost to the Town is \$20,000.)

Approval - State Highway System Changes

Following the recommendation of Laurie Smith, Manager of the Funds Administration Section, a motion was made by Board Member Blount, seconded by Board Member Cowell, and the vote was unanimous in approving the following additions and deletions to the State Highway System:

Additions To The State Highway System

Division	County	Municipality	Road	Termini	Length
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10	Union	Indian Trail	Chandler Forest Ct.	To add Chandler Forest Court located in Chandler Forest Subdivision.	0.15
			Brookhollow Court	To add Brookhollow Court located in Chandler Forest Subdivision.	0.19
			Ivy Pond Lane	To add Ivy Pond Lane located in Chandler Forest Subdivision.	0.13
	Marvin		Wheatfield Drive	To add Wheatfield Drive located in The Marvin Creek Subdivision.	0.38
			Kindling Wood Lane	To add Kindling Wood Lane located in The Marvin Creek Subdivision.	0.44
			Briar Patch Terrace	To add Briar Patch Terrace located in The Marvin Creek Subdivision.	0.20
			Smokey Hollow Dr.	To add Smokey Hollow Drive located in The Marvin Creek Subdivision.	0.05
			Orchard Hill Court	To add Orchard Hill Court located in The Marvin Creek Subdivision.	0.17
	Weddington		Pine Laurel Drive	To add Pine Laurel Drive located in The Highgate Phase 2 Subdivision.	0.60
			Wicklow Hall	To add Wicklow Hall located in The Highgate Phase 2 Subdivision.	0.31
			Branthurst Drive	To add Branthurst Drive located in The Highgate Phase 2 Subdivision.	0.08
			Kings Manor Dr.	To add Kings Manor Drive located in The Highgate Phase 2 Subdivision.	0.65

Deletions From The State Highway System

Division	County	Municipality	Road	Termini	Length
1	Chowan	Edenton	SR 1126	To abandon Oakum St. (SR 1126).	0.96
12	Catawba	Long View	SR 1300	To abandon 37 th . Street S.W..	0.35

Approval – Economic Development Fund

Following the recommendation of Steve Varnedoe, Chief Engineer-Operations, a motion was made by Board Member Perkins, seconded by Board Member Wilson, and the vote was unanimous with the exception of Board Member Dennis who abstained from voting on Project WBS 37574 in Stanley County, to approve the following:

County	Description	Amount
Orange Div. 7	Efland - Mill and pave lanes of I-40 WB/ I-85 SB at the Orange County Weigh Station to prepare the lanes for installation of new weigh in motion equipment. WBS 41966	\$100,000.00
Davidson Div. 9	Widen SR 1768 Old Greensboro Road to a 3-lane C&G section with a roundabout at the intersection of the Davidson County Community College access road. Small Construction: \$119,000 Contingency: \$500,000 Developer: \$231,000 WBS 42018	\$250,000.00
Forsyth Div. 9	Kernersville - Widen the WB off ramp to NC 66 off US 421 (Business 40) to install dual left-turns. WBS 41981	\$88,000.00
Forsyth Div. 9	Re-align intersection of SR 1525 (Yadkinville Road) and SR 1348 (Robinhood Road) to improve sight distance. WBS 41982	\$70,000.00
Stanly Div. 10	WBS 37574 was established to resurface SR 1549 [Airport Rd] from airport entrance road to NC 740 - 1.61 miles; add turn lanes at airport entrance road; construct 3 lane section to provide turn lanes for the entrance road to airguard and prison; realign intersection with turn lane at NC 740. Increase Funds	\$600,000.00
Polk Div. 14	Columbus - Install curb and gutter and drainage improvements on NC 108 from Blanton Street to Park Street. Correct storm water drainage deficiencies along this section of roadway through Columbus. WBS 41762	\$200,000.00

Approval - Preliminary Right of Way Plans

The following resolution was unanimously approved upon a motion by Board Member Cowell, which was seconded by Board Member Burrell:

Whereas, the Preliminary Right of Way Plans for the below projects, including Secondary Roads and Industrial Access Roads, provide for the construction, design, drainage and control of access as shown on the respective plans; and

Whereas, based upon the recommendations of the Manager of the Right of Way Branch, the Board finds that such rights of way as shown on these preliminary plans and drawings, including existing public dedicated right of way, are for a public use and are necessary for the construction of said projects; and

Whereas, the rights of way for the location, construction, relocation, and control of access of highways embraced in the below projects shall be as shown in detail on the preliminary right of ways plans and drawings for said projects on file in the Right of Way Branch in the Department of Transportation in Raleigh.

Now, therefore, it is hereby ordained that the Board finds such right of way acquisition to be necessary and hereby authorizes the Right of Way Branch to acquire right of way on the below projects either by negotiation or by condemnation through the Attorney General's Office.

(Division 13)

Buncombe County; I.D. No. R-2813 B; Project No. 34505.2.3:

NC 146 (Long Shoals Road) from west of SR 3501 (Clayton Road) to east of I-26

Approval - Final Right of Way Plans

Upon a motion by Board Member Cowell, seconded by Board Member Burrell, the following resolution was unanimously approved:

Whereas, right of way acquisition in accordance with the preliminary right of way plans on file in the Right of Way Branch has been determined to be necessary for public use and was authorized by the Board; and

Whereas, certain changes in the right of way have necessitated alteration of the preliminary right of way plans; and

Whereas, final plans have been prepared and provide for the construction, design, drainage and control of access for these projects. The Board finds that such rights of way and control of access as shown on the final plans are for a public use and are necessary for construction. The sections of roads which were shown on the preliminary plans as sections of roads to be abandoned are hereby abandoned and removed from the State Highway System for Maintenance upon the completion and acceptance of the project.

Now, therefore, it is hereby ordained that the rights of way for the location, design and construction of highways embraced in the following projects shall be as shown in detail on the final plans for said projects as follows:

(Division 1)

Project No. 33572.2.1; Perquimans County; I.D. No. B-4228:

Grading, drainage, structure and paving for Bridge No. 59 over Sutton Creek on

SR 1304 the right of way indicated upon the final plans for said project, the same being identified as Addendum 1 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 2)

Project No. 33516.2.1; Jones County; I.D. No. B-4168:

Grading, drainage, structure, and paving for Bridge No. 13 over Mussel Shell Creek on NC 41 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 2 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33574.2.1; Pitt County; I.D. No. B-4231:

Grading, drainage, paving, structure and guardrail for Bridge No. 53 over Swift Creek on NC 102 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 3 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 5)

Project No. 33477.2.1; Granville County; I.D. No. B-4124:

Grading, drainage, structure, and paving for Bridge No. 84 over Tar River on SR 1141 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 4 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 7)

Project No. 33596.2.1; Rockingham County; I.D. No. B-4254:

Grading, drainage, structure, and paving for Bridge No. 89 over Rose Creek on SR 2627 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 5 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33482.2.1; Guilford County; I.D. No. B-4129:

Structure, grading, drainage and paving on Bridge No. 226 over Little Alamance Creek on SR 3000 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 6 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33483.2.1; Guilford County; I.D. No. B-4130:

Grading, drainage, paving, and structure for Bridge No. 228 over Alamance Creek on SR 3045 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 7 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33484.2.1; Guilford County; I.D. No. B-4131:

Grading, drainage, paving, and structure for Bridge No. 11 over Big Alamance Creek on SR 3394 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 8 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 8)

Project No. 37331.2.1; Randolph County; I.D. No. K-3807:

New rest area on I-73/74 (US 220) Corridor south of Asheboro with the right of way indicated upon the final plans for said project, the same being identified as Addendum 9 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33588.2.1; Randolph County; I.D. No. B-4245:

Grading, drainage, paving, and structure for Bridge No. 257 over Richland Creek on SR 2824 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 10 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 32589.2.1; Randolph County; I.D. No. B-4246:

Grading, paving, drainage, and structure for Bridge No. 228 over Richland Creek on SR 2834 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 11 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 9)

Project No. 34906.2.3; Forsyth County; I.D. No. U-3119 A:

Grading, drainage, paving, and widening in Winston-Salem—SR 1103 (Lewisville-Clemmons Road) from SR 1891 (Peace Haven Road) to SR 3580 (Forest Oaks Drive) with the right of way indicated upon the final plans for said project, the same being identified as Addendum 12 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33622.2.2; Stokes County; I.D. No. B-4282:

Grading, drainage, paving and bridge replacement for Bridge No. 54 over Pinch Gut Creek on NC 66 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 13 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 11)

Project No. 33654.2.1; Watauga County; I.D. No. B-4317:

Drainage, grading, structure, and paving for Bridge No. 16 over Middle Fork Creek on SR 1541 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 14 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33159.2.1; Ashe County; I.D. No. B-3606:

Grading, drainage, structure, and paving for Bridge No. 70 over Big Horse Creek on SR 1366 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 15 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33379.3.1; Ashe County; I.D. No. B-4011:

Grading, drainage, paving, structure and retaining wall for Bridge No. 85 over Mill Creek on SR 1106 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 16 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33380.2.1; Ashe County; I.D. No. B-4012:

Grading, drainage, paving, structure and signals for Bridge No. 117 over North Fork New River on SR 1118 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 17 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 13)

Project No. 33237.2.1; Rutherford County; I.D. No. B-3697:

Drainage, grading, structure, and paving for Bridge No. 270 over Broad River on SR 1155 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 18 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 14)

Project No. 34351.2.5; Transylvania County; I.D. No. R-0619 EI:

Grading, drainage, paving, and widening of NC 281 from west of SR 1306 (Slick Fisher Road) to north of SR 1307 (Shelton Road) with the right of way indicated upon the final plans for said project, the same being identified as Addendum 19 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33278.2.1; Cherokee County; I.D. No. B-3826:

Grading, drainage, paving, structure, and temporary signals for Bridge No. 166 over Bates Creek on SR 1331 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 20 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Project No. 33303.2.1; Henderson County; I.D. No. B-3856:

Grading, drainage, paving, and structure for Bridge No. 335 over Mud Creek on SR 1238 with the right of way indicated upon the final plans for said project, the same being identified as Addendum 21 of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

Revisions of Final Right of Way Plans

Upon a motion by Board Member Cowell, seconded by Board Member Burrell, the following resolution was approved:

Whereas, right of way acquisition in accordance with the final right of way plans for the following projects has been determined to be necessary and authorized by the Board. Plans are on file at the Office of the Secretary to the Board of Transportation as an addendum to the minutes of the meetings hereinafter indicated; and

Whereas, certain changes in right of way, construction and drainage easements, and control of access have been necessitated by alterations in the construction plans of these projects. Amended plan sheets for these projects have been prepared which provide for changes of certain right of way areas, construction and drainage easements and control of access; and

Whereas, the Board finds that the revised areas of right of way, construction and drainage easements and control of access, as shown on the amended plan sheets hereinafter set out, are for a public purpose and are necessary for the construction of projects.

Now, therefore, it is hereby ordained that the right of way, construction and drainage easements and control of access are hereby revised as shown on the plan sheets incorporated herein as an addendum, said projects, date of original final approval, and revised right of way, easements and access being as follows:

(Division 4)

Project No. 34459.2.7; I.D. No. R-2552 C; Johnston County:

Final right of way plans approved as Addendum 5 to the minutes of the June 2, 2005 Transportation meeting. Revised additional right of way, easements, or control of access shown on Addendum 22 to the minutes of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference.

(Division 8)

Project No. 34935.2.1; I.D. No. U-3401; Randolph County:

Final right of way plans approved as Addendum 11 to the minutes of the June 7, 2007 Board of Transportation meeting. Revised additional right of way, easements, or control of access shown on Addendum 23 to the minutes of the March 6, 2008 Board of Transportation meeting and incorporated herein by reference

Approval - Acquisition of Structures Partially Outside the Right of Way

The following resolution was approved upon a motion by Board Member Cowell, which was seconded by Board Member Burrell:

Whereas, the preliminary right of way plans for the following highway projects necessitate the acquisition of a part of certain buildings or structures located within the right of way of projects. Based upon the recommendation of the Manager of the Right of Way Branch and affidavits of independent real estate appraisers, the Board finds that the partial taking of the buildings or structures will substantially destroy the economic value or utility of the buildings or structures; and

Whereas, the Board finds that such acquisition of the structures or parts thereof outside the right of way are for a public use and are necessary for the construction of the projects.

Now, therefore, it is hereby ordained that the Right of Way Branch has been directed to acquire the below described buildings or structures in their entirety for the construction of the listed projects. The Attorney General, if necessary, is requested to institute proceedings to acquire the buildings or structures in their entirety, together with the right to enter upon the surrounding lands for the purpose of removing the buildings or structures.

(Division 6)

I. D. No. X-0002C, Cumberland County, WBS Element 35196.2.4:

Parcel 009, Violet T. Baxton, widow, a 1,785 sq. ft. one and half story frame dwelling located -Y4- -L- of Survey Station 10+41.341 (Page 10).

Parcel 022, Neal McLeod, Jr. custodian, Neal E. McLeod III, a 1,473 sq. ft. one story brick dwelling located -Y4- -R- of Survey Station 5+00 (Page 10).

Parcel 024, Rufus Griffith, III & wife Zauditu-UBE Griffith, a 1,687 sq. ft. one and half story brick dwelling located -Y4- -L- of Survey Station 11+00 (Page 10).

Parcel 046, Savage & Waddell Investments, LLC, Four, 1,207 sq. ft. one story brick duplexes located –Y-Rev. -R of Survey Station 1600, (Page 11).

Parcel 046, Savage & Waddell, Investments, LLC, One, 1,207 sq. ft. one story frame duplex located –Y1- -R of Survey Station 12+00, (Page 26).

Parcel 067, Willie Riles & wife Rosa L. Riles, One, 1,100 sq. ft. one story frame dwelling located –L- of Survey Station 110, (Page 13).

Parcel 077A, Suk Ackers & Husband Glenn Ackers, One 2,000 sq. ft. manufactured homed located -R of Survey Station 16+00, (Page 14).

Parcel 084, John Thorne, One, 936 sq. ft. one story brick dwelling located –Y8- Station – R-, Station 80+00, (Page 14).

Parcel 102, Dewayne Lionel Farmer, One, 936 sq. ft. one story brick dwelling, located – Y9- -R- of Survey Station 13+00 (Page 23).

Parcel 125A, W. C. Coleman & wife Jewel A. Coleman, One single level multi unit brick apartment building located –Y- -R- of Survey Station 11+80, (Page 27 & 28).

Parcel 125, Frieda S. Strek, single One 900 sq. ft. one story brick dwelling located -Y- - R of Survey Station 12+10, (Page 27 & 28).

Parcel 127, Annie R. Hasan, single, One, 1,237 sq. ft. one story brick building located –Y- -L- of Survey Station 12+85, (Page 28).

(Division 12)

ID. No. , B-2576 Iredell County, WBS Element 32669.2.1:

Parcel 002, Pendleton Partners, LLP, a one story frame dwelling located Right of Survey Station 13+65, Survey Line L.

Parcel 002, Pendleton Partners, LLP, a one and half story frame dwelling located Right of Survey Station 14+20, Survey Line L.

Parcel 003, John and Mary Cauthen, a one story frame dwelling located Right of Survey Station 14+85, Survey Line L.

Parcel 011, Arnold and Marjorie Robbins, a one story frame business, two story frame business/apartment located Right of Survey Station 18+25, Survey Line L.

Approval of Conveyance of Highway Right of Way Residues

“It is hereby resolved, based upon the recommendation of the Manager of the Right of Way Branch, and on a motion by Board Member Cowell, which was seconded by Board Member Burrell, that the following highway right of way conveyances are approved:

(Division 3)

Project 6.269001B, U-2107D, (34775.2.6), parcels 902, 907, 903 and 031, US 17 Jacksonville Bypass from NC 24 to US 17, Onslow County

Conveyance of approximately 1.78 acres residue property to the City of Jacksonville for no consideration as part settlement of their right of way claim.

(Division 4)

Project 8.T330802, R-2254BA, (34461.2.7), US 70 Goldsboro Bypass from East of SR 1300 Salem Church Rd. to West of SR 1714 Parkstown Rd., Wayne County

Conveyance of approximately 0.01 acre residue property and approximately 0.66 acre Permanent Utility Easement to Carolina Power & Light Company, dba Progress Energy Carolinas, Inc., the only interested adjacent owner for no consideration.

(Division 10)

Project 34772.2.3, U-2009B, Westside Bypass from NC 73 to NC 136 Mooresville Rd., Cabarrus County

Conveyance of approximately 0.25 acre residue property to Enoch Drive, LLC, the only interested adjacent owner for the appraised value of \$18,900.00.

Approval of Corrections to January Board of Transportation Conveyance of Highway Right of Way Residues

“It is hereby resolved, based upon the recommendation of the Manager of the Right of Way Branch, and on a motion by Board Member Cowell, which was seconded by Board Member Burrell, that the following highway right of way conveyances are approved:

Presented as:

(Division 4)

Project 8.T330802, (34461.2.6), R-2554B parcel 918, US 70 Goldsboro Bypass from East of SR 1300 Salem Church Rd. to West of SR 1714 Parkstown Rd., Wayne County

Conveyance of approximately 0.20 acre residue having an appraised value of \$2,025.00 to James O. Smith as part settlement of his right of way claim.

Corrected to:

(Division 4)

Project 8.T330802, (34461.2.7), R-2554BA parcel 918, US 70 Goldsboro Bypass from East of SR 1300 Salem Church Rd. to West of SR 1714 Parkstown Rd., Wayne County

Conveyance of approximately 0.20 acre residue having an appraised value of \$2,025.00 to James O. Smith as part settlement of his right of way claim.

Presented as:

(Division 4)

Project 8.T330802, (34461.2.1), R-2554 parcel 901, US 70 Goldsboro Bypass from West of US 117 Bus. To East of SR 1556 Wayne Memorial Dr., Wayne County

Conveyance of approximately 0.55 acre residue having an appraised value of \$12,050.00 to Hugh E. Roberts as part settlement of his right of way claim.

Corrected to:

(Division 4)

Project 8.T330802, (34461.2.7), R-2554BA parcel 901 US 70 Goldsboro Bypass from East of SR 1300 Salem Church Rd. to West of SR 1714 Parkstown Rd., Wayne County

Conveyance of approximately 0.20 acre residue having an appraised value of \$2,025.00 to James O. Smith as part settlement of his right of way claim

Approval of Conveyance of Surplus Highway Right of Way

“It is hereby resolved, based upon the recommendation of the Manager of the Right of Way Branch, and on a motion by Board Member Cowell, which was seconded by Board Member Burrell, that the following highway right of way conveyances are approved:

(Division 7)

Project 8.2491101, U-0510B, parcel 006, (36109.217), Bryan Blvd. from West of SR 2179 New Garden Rd. to Westridge Rd., Guilford County

Conveyance of approximately 0.231 acre surplus right of way to Krusch Development Company, LLC, the only interested adjacent owner for the appraised value of \$95,600.00.

(Division 13)

Project 8.T860701, A-0010C, (36109.171), parcels 068Z and 074, I-26 near SR 1346 in Mars Hill, Madison County

Conveyance of approximately 1.95 acres surplus right of way to Anthony D. Willis, the only interested adjacent owner for the appraised value of \$17,550.00.

Approval - Advance Acquisition of Highway Right of Way

Upon recommendation of the Manager of the Right of Way Branch, and on a motion by Board Member Cowell, seconded by Board Member Burrell, the Board approved the acquisition of the following properties through negotiation or condemnation for purposes of highway construction in order to prevent undue hardship on property owners or to protect the right of way corridor from development prior to regular project approval. The Board finds such acquisitions to be necessary, and hereby authorizes the Right of Way Branch to acquire said properties either by negotiation or by condemnation through the Office of the Attorney General.

(Division 02)

Property of Mr. Clifton Earl Wooten
I.D. No. R-2250A, Parcel #915
WBS 34411.2.2, F. A. Project N/A
County of Pitt

(Division 03)

Property of Mr. Johnnie Owens
I.D. No. R-2303A, Parcel #905
WBS 34416.2.2, F. A. Project STPNHF-F-8-2(17)
County of Cumberland/Sampson

Property of Mr. Bruce Teets
I.D. No. R-2303A, Parcel #906
WBS 34416.2.2, F. A. Project STPNHF-F-8-2(17),
County of Cumberland/Sampson

Property of Ms. Sylvia G. Matthews
I.D. No. R-2303A, Parcel #905
WBS 34416.2.2, F. A. Project STPNHF-F-8-2(17)
County of Cumberland/Sampson

(Division 09)

Property of Mr. & Mrs. Kevin Sell, et al
I.D. No. U-2579C, Parcel #980,
WBS 34839.2.6, F. A. Project N/A,
County of Forsyth

(Division 11)

Property of Robert and Patricia Holloway
I.D. No. R-3101, Parcel #901,
WBS 37044.1.1, F. A. Project N/A,
County of Allegheny

**Approval – Project Specific Agreement for Triangle Expressway and Executory
Contract for Lease of Right of Way for Triangle Expressway**

Following the recommendation of Lori Kroll, Council for Environmental and Transportation Issues, a motion was made by Board Member White, seconded by Board Member Blount, and the vote was unanimous to approve the following:

**NORTH CAROLINA TURNPIKE AUTHORITY
AND
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**PROJECT SPECIFIC AGREEMENT FOR TRIANGLE EXPRESSWAY
AND
EXECUTORY CONTRACT FOR LEASE OF RIGHT OF WAY
FOR TRIANGLE EXPRESSWAY**

THIS PROJECT SPECIFIC AGREEMENT AND EXECUTORY CONTRACT FOR LEASE OF RIGHT OF WAY FOR TRIANGLE EXPRESSWAY ("Agreement") for Triangle Expressway ("the Project"), as hereinafter more fully described and defined, is hereby made and entered into this _____ day of _____, 2008, by and between the NORTH CAROLINA TURNPIKE AUTHORITY ("NCTA") and the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, ("NCDOT"), agencies of the State of North Carolina.

WITNESSETH:

WHEREAS, the NCTA was created by the North Carolina General Assembly by the Act to Authorize Public Toll Roads And Bridges in North Carolina and the Creation of a Turnpike Authority in North Carolina General Statute § 136-89.180, *et seq.* (the "Act"), to accelerate the implementation of needed transportation improvements by funding specifically identified projects with tolls;

WHEREAS, the NCTA is authorized by the North Carolina General Assembly under the Act to study, plan, develop, design, establish, purchase, construct, operate and maintain certain Turnpike Projects, either on its own initiative, or at the request of the Board of Transportation;

WHEREAS, the NCDOT is enabled under the Act and other General Statutes to support the NCTA in addressing the critical transportation needs of the State; and,

WHEREAS, the NCDOT and the NCTA (the "Parties") have heretofore entered into an Agreement dated July 13, 2006 ("Master Agreement") in which they have agreed to each assume certain responsibilities to accomplish the purposes set forth in the General Statutes of North Carolina including the Act;

WHEREAS, the NCDOT currently owns some of the right-of-way necessary for the Triangle Expressway Project; and, once the NCTA secures appropriate funding, the NCTA will

acquire the remaining necessary right-of-way for the Project; then the NCTA, after acquiring the remaining right-of-way necessary for the Project, will convey said remaining right of way for the Project to the NCDOT; and once the NCDOT has title to all the right-of-way necessary for the Project, the NCDOT will lease the right-of-way for the Project to the NCTA in accordance with the provisions set forth below in this Agreement; and the Lease for said right-of-way will be executed once all the right-of-way has been acquired and conveyed to the NCDOT;

NOW THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and mutually agree as follows:

Pursuant to the Master Agreement, the parties are required to agree upon and execute an individual Project Specific Agreement, approved by the Board of Transportation, regarding each turnpike project before the NCTA makes any capital expenditure or when the NCTA is committing to expend funds beyond one year. In conformity with those requirements of the Master Agreement, the parties agree on the Project Specific Agreement for the Triangle Expressway as set forth below.

The Parties agree that, after the NCTA has secured appropriate funding and the NCDOT has title to all the right-of-way necessary for this Project, the NCDOT will execute a lease providing the NCTA with uninterrupted access and full use of the right-of-way and other property interests, if any, necessary for the NCTA to construct, maintain and operate this Project, said lease to be executed in accordance with the provisions set forth below in this Agreement. Prior to the effective date of said lease, the Parties agree that the NCTA is authorized to complete design and do work for this Project subject to encroachment agreements as provided in this Agreement.

1. **Definition and Scope of the Triangle Expressway Project:** The Project is 18.8 miles in length and is comprised of three sections:
 - A. Triangle Parkway, which will extend from NC 147 at I-40 south for 3.4 miles and terminate at the interchange with the Outer Wake Expressway;
 - B. Northern Wake Expressway (NC 540), which is the portion of the Outer Wake Expressway extending from NC 54 to NC 55 and is 2.8 miles long; this section was built by the NCDOT with STIP funds and opened to the public in 2007 and will be leased to the NCTA in accordance with this Agreement and a Right of Way Lease Agreement to be executed by the Parties; this section will enable Triangle Parkway and Western Wake Parkway to function as a contiguous toll facility, and the North Carolina General Assembly authorized the conversion of this section into a toll facility; and
 - C. Western Wake Freeway, which will connect with Northern Wake Expressway (NC 540) and will extend 12.6 miles from a northern juncture with NC 55 near Research Triangle Park to a southern juncture with NC 55 Bypass near Holly Springs.

2. **Master Agreement, and Standard Procedures:** The Parties have entered into a Master Agreement, referenced above. All work done with respect to the Triangle Expressway Project is to be performed in accordance with provisions contained in the Master Agreement, the North Carolina Department of Transportation and North Carolina Turnpike Authority Erosion and Sedimentation Control Program Agreement dated May 11, 2007, said documents being incorporated into this Agreement by reference, and this Project Specific Agreement. The NCTA is to follow the NCDOT's policies and procedures during the planning, design, acquisition of right-of-way, contracting procurement, construction, maintenance and operation, unless the Parties agree otherwise in writing.

3. **Revenue Sharing:** There shall be no revenue sharing between the parties on this project. Should the NCTA seek to establish tolls on a portion of I-540, not described in Section 1, the Parties may amend this Agreement to address revenue sharing.

4. **Funding and Repayment:**
 - D. **Funding:** The NCTA will fund the planning, design, right-of-way acquisition, construction, maintenance and operation of this Project. This Project is anticipated to be funded through a variety of funding mechanisms, including but not limited to: Non-Recourse Toll Revenue Bonds, TIFIA Direct Secured Loan(s), Construction Fund Interest Earnings, NCDOT advances (to be repaid) and State appropriations.
 - i. Except as set forth in this or the following paragraph, the NCDOT shall have no obligation to provide financing. However, if requested by the NCTA, the NCDOT will cooperate with and assist by providing information reasonably necessary for the NCTA to secure financing, including the execution of appropriate estoppel certificates, as required.

- ii. Any offering document prepared by the NCTA in connection with financing (collectively, the “Bond Documents”) shall be submitted to the NCDOT for a limited review prior to its issuance or use. The NCDOT’s review of the Bond Documents shall be limited solely to the description of the terms of this Agreement, the description of the NCDOT operations, and to confirm that the Bond Documents do not contain any impediments to or conflict with the NCTA’s or the NCDOT’s obligations. The NCDOT shall have 15 business days after receipt of any Bond Document to object to the description of the terms of this Agreement, the description of the NCDOT operations, or to any perceived impediments to or conflicts with the NCTA’s or the NCDOT’s obligations. The NCTA will submit subsequent changes to the final Bond Documents that affect the foregoing review conditions to NCDOT for review.

E. **Reimbursement:**

- i. In accordance with North Carolina General Statute §§ 136-176(b) and 136-89.191 the NCTA will reimburse the NCDOT for all monies advanced and all expenses incurred by the NCDOT for the Triangle Expressway Project, unless there is explicit approval by the NCDOT Board of Transportation providing that monies advanced or expenses incurred by the NCDOT for this Project will not be reimbursed, or except as provided in subdivision ii immediately below. Monies advanced include any and all funds provided by the NCDOT to the NCTA for its use in the planning, design, right-of-way acquisition, construction, maintenance and operation of the Triangle Expressway. Expenses incurred by the NCDOT include, but are not limited to, expenses incurred and charged for time worked by the NCDOT personnel, the NCDOT’s contractors, the NCDOT’s attorneys and their private experts on any phase of this Project, both prior to and following the execution of this Agreement. The NCDOT and the NCTA may agree in a separate writing for certain advances to be repaid to the NCDOT within a specified time after the NCTA secures funding for this Project.
- ii. The NCDOT will bear the costs and will not ask for repayment for work performed prior to August 31, 2006 for the Western Wake Freeway segment of the Triangle Expressway.

- iii. With the consent of the NCDOT, NCDOT counsel and attorneys in the Attorney General's Office and their staffs may be involved in consultations and litigation related to preconstruction, right-of-way acquisition and condemnation and post construction matters for this Project. All time, expenses, costs, settlement amounts and court-ordered costs and damages incurred in anticipation of and during litigation, including, but not limited to, fees and costs for title searches; filing fees; service fees; publication fees; recording fees; excise tax fees; deposits of estimated compensation and any subsequent amended deposits of estimated compensation; expert witness fees and expenses; subpoena fees; mediation fees; exhibit preparation costs; survey and mapping costs; wetland assessment costs; land planning studies and other studies prepared in anticipation of or for litigation; costs associated with depositions and transcripts; travel expenses including mileage reimbursement, lodging and meals during travel; guardian ad litem fees; court-ordered interest; any court-ordered costs, including costs for the property owners' experts and other witnesses; and damages, penalties, sanctions, attorneys' fees, awarded by a court for all claims, including but not limited to, condemnation and inverse condemnation claims, are authorized to be billed as agreed upon by the Parties through a WBS element number for billing to this Project, and all such time and expenses are to be reimbursed to the NCDOT by the NCTA. Other NCDOT staff expenses, including, but not limited to, consultations by Right-of-Way officials, and surveying, mapping, providing right of way monuments as needed within the Project and trial exhibit preparation by Location and Survey officials will also be reimbursed by the NCTA.

- iv. The NCTA will also reimburse the NCDOT for any monies spent by the NCDOT on right-of-way claims processed by NCDOT for this Project. Additionally, the NCTA will reimburse the NCDOT for work done by NCDOT officials on portions of this Project. Also, any NCTA use of the NCDOT funded agency positions is to be reimbursed to the NCDOT pursuant to GS 136-176(b). The NCDOT is authorized to bill time for all such work and expenses incurred for this Project as agreed upon by the Parties through a distinct a WBS element number for billing to this Project. Reimbursement shall be in accordance with the Master Agreement and applicable state law.

5. **Use of NCDOT Personnel:** The NCTA may seek assistance from any or all of the NCDOT's various units and personnel for this Project, and the NCDOT may provide assistance to the NCTA. However, the NCTA must contact the NCDOT State Highway Administrator's Office pursuant to standard operating procedures agreed upon by the Parties. The NCDOT State Highway Administrator's Office will coordinate all assistance for the NCTA. The NCTA may contact other NCDOT personnel directly with the consent of the State Highway Administrator's Office to discuss ongoing Project work. As set forth in Paragraph 4(B) above, all time and all expenses incurred for this Project by the NCDOT will be reimbursed by the NCTA. The NCTA must provide the NCDOT with an authorized Turnpike WBS element number to charge all work and expenses prior to any NCDOT personnel beginning work.

6. **Right-of-Way:**
 - A. The NCDOT shall hold title to all right-of-way, including but not limited to fee simple title, temporary construction easements, temporary drainage easements, permanent drainage easements, temporary slope easements, utility easements, permanent easements, licenses, rights of entry, leaseholds, and other property rights together with any control of access, necessary for this Project. Except to the extent otherwise agreed upon in writing by the Parties, the NCDOT, in its sole discretion, shall receive and hold fee simple or other title to all structures, road surfaces, rail lines and other improvements located anywhere within the Project right-of-way. Nothing, however, in this section shall be intended or construed to impact or interfere with the NCTA's ability to lease the right-of-way from the NCDOT pursuant to this Agreement, to charge and collect tolls on leased right-of-way, or to pledge tolls and other revenue as security for bonds, notes and loans to finance the construction, operation and maintenance of the Project.

 - B. The NCTA will be responsible for negotiating and acquiring all remaining right-of-way, easements, licenses, rights of entry, leaseholds, any uneconomic remnants (residues), and other property rights necessary for this Project. The NCTA will acquire all right-of-way in fee simple together with all warranties and any control of access, except that for contaminated property the NCTA will acquire such property as permanent easement as set forth in subdivision D below. Prior to the property owners transferring to the NCTA any interests for any right-of-way together with any control of access, any easements, licenses, rights of entry, leaseholds, and other property rights, the NCTA shall disclose to the NCDOT in writing:
 - i. Any environmental assessments of any portion of the property or interests to be acquired;
 - ii. Any known environmental contamination or hazard of any portion of the property or interests to be acquired; and
 - iii. Any commitments to property owners made by the NCTA.
The NCTA will be liable for all commitments made to

property owners and will bear all costs for said commitments.

The NCTA will designate a person with authority who will accept deeds prior to recording with the appropriate Office of the Register of Deeds. The NCTA and other third parties working for the NCTA to acquire right-of-way will follow the policies and procedures established by the NCTA, the NCDOT and the FHWA to ensure compliance with federal and state laws and regulations concerning right-of-way acquisition and relocation assistance. These policies and procedures are set out in the NCDOT Division of Highway Right of Way Branch's Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions, the most recent NCDOT Right of Way Manual, and the NCTA Right of Way Acquisition Policy. The NCTA will comply with policies and procedures contained in any future changes to said manuals.

- C. The NCTA will re-convey its right-of-way together with any control of access, any easements, licenses, rights of entry, leaseholds, residues and other property rights along with all warranties enjoyed by the NCTA to NCDOT once all remaining right-of-way necessary for the project has been acquired. The re-conveyance(s) to the NCDOT must be free and clear of all claims for compensation. If any parcel of land has been condemned and is still in litigation as of the date of the re-conveyance(s), the NCTA is liable for all costs and additional compensation agreed upon or court-ordered in said condemnation lawsuits or any inverse condemnation lawsuits filed or which may be filed for parcels along this Project, as specified in subdivision 4. B. iii. above. The NCTA will prepare the instruments for the re-conveyance to the NCDOT in accordance with the NCDOT's Instruments of Conveyance Section in the NCDOT Right of Way Manual. Prior to said re-conveyance, the NCTA will present all instruments conveying title to the Manager of the Right of Way Branch of the NCDOT for acceptance.
- D. The NCTA will acquire any property with environmental contamination or hazards in permanent easement and not in fee simple right-of-way. The NCTA will be responsible and bear all costs for remediation of property containing any known environmental contamination or hazard to a level as approved by the North Carolina Department of Environment and Natural Resources ("DENR") or other appropriate regulatory agency.

- E. The NCTA will be responsible and bear all costs for removing or demolishing any structures or other improvements within the Project right-of-way after conducting all necessary abatement in accordance with federal and state statutes and regulations. The NCDOT can provide the NCTA with a list of abatement contractors. The NCTA will also be responsible for and bear all costs for any deferred taxes for parcels along this project and all pro rata ad valorem taxes for parcels during the year acquired.
- F. The NCTA will be responsible and bear all costs for removing graves from the right-of-way in compliance with all pertinent federal and state statutes and regulations.
- G. The NCTA will follow the Uniform Relocation Act for all relocations. This Act is set out in the NCDOT Right of Way Manual. The NCTA will approve and pay for relocation payments. The NCDOT will audit the NCTA's relocation files to ensure compliance with the Act.
- H. The NCTA will appraise the leasehold interests and any bonus values for outdoor advertising structures within the proposed right-of-way in accordance with the policies and procedures set out in the NCDOT Division of Highway Right of Way Branch's Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions, and the NCDOT Right of Way Manual. The NCTA will use the most current version of the foregoing manuals that are in effect at the time of the appraisal.
- I. All residues already acquired by the NCDOT for the Northern Wake Expressway and the Western Wake Freeway, and all residues which may be acquired by the NCTA for the other segments of the Triangle Expressway will be under the control of the NCDOT. The NCTA will provide the NCDOT with an updated list of all residues as each is acquired.
- J. The NCTA will follow all property management policies and procedures of the NCDOT.
- K. The NCTA will process claims for settlements and requests for condemnation deposits. The NCDOT will review each individual right-of-way claim to ensure compliance with all pertinent federal and state statutes and regulations regarding acquisition and relocation. The NCTA will pay all necessary payments for settlements, condemnation filings, recording fees, relocations, and other associated expenses out of the NCTA's funds.
- L. The NCTA or its contractor will provide the NCDOT with a signed letter certifying whether or not all right-of-way has been acquired for the Project and certifying that all right-of-way acquired was acquired in accordance with federal and state regulations. The NCDOT will certify to the FHWA only that the process for certification was followed by the NCTA or its contractor.

- M. **Lease For Triangle Expressway:** The NCDOT agrees to lease the right-of-way acquired for this Project to the NCTA pursuant to a Lease and Access Agreement (“Lease”) effective after the NCTA secures appropriate funding and after the NCTA acquires the remaining right-of-way necessary for this Project. The property subject to the Lease will be right-of-way and other necessary property interests so the NCTA may construct, operate and maintain the Triangle Expressway Project. The Lease will initially include the right-of-way acquired for the Triangle Parkway and the Western Wake Freeway. The Lease will be amended in writing to include the Northern Wake Expressway (NC 540) when NC 540 is ready to open as part of a toll road, since NC 540 is currently open and operating as a state highway. The Parties will agree upon the form of Lease not later than April 1, 2008, so that such form may be included as a part of the NCTA credit rating reviews and financing applications as required.
- i. The term of the Lease will be from its execution until the Project is transferred or reverts to the NCDOT.
 - ii. The property subject to the Lease includes right-of-way and any other property interests necessary for the construction, operation and maintenance of this Project. The NCDOT agrees to lease the right-of-way and other necessary property interests for this Project to the NCTA for \$1.00 per year, due annually on July 1 of the first year of the Lease and continuing until the NCTA ceases to operate said toll facility, or the NCTA transfers its interest in the operation of the facility to the NCDOT, or the Project reverts to the NCDOT.
 - iii. Prior to the delivery of said Lease the NCDOT shall disclose to the NCTA in writing:
 - a. Any environmental assessments of any portion of the property subject to the Lease in the possession or control of the NCDOT;
 - b. Any known environmental contamination or hazard of any portion of the property subject to the Lease; and
 - c. Any commitments to landowners made by the NCDOT before or during the acquisition of any portion of the right-of-way subject to the Lease.

- iv. The parties understand and agree that should NC 540, Western Wake Freeway or Triangle Parkway hereafter be combined with other proposed nearby project(s) as a Public Private Partnership or otherwise, said Lease may be used to secure funding for such combined project. However, the NCTA may not sublease, assign or subrogate its responsibilities to any third party for such combined project without the express written consent of the NCDOT Board of Transportation.

- v. When the toll facility is open to the traveling public, the NCTA will ensure that all portions of the Project shall be maintained to NCDOT standards or above. Should the NCTA enter into any third party agreements to operate or manage any portion of the Project, the NCTA is responsible for any failure to operate the roadway and Project in accordance with NCDOT standards. The NCTA is also responsible for the cleanup and costs associated with any incident involving hazardous materials and will ensure that all federal and state laws will be adhered to in the abatement of hazardous materials located on the Project's right-of-way.

- vi. If at any time, the NCTA determines that the Triangle Expressway Project is no longer viable as a toll project or if any section of the Triangle Expressway Project (NC 540, Western Wake Freeway or Triangle Parkway) is not suitable as part of a toll facility, the NCTA will execute an instrument for recording with the appropriate Office(s) of the Register of Deeds indicating any Amendment or Termination of the Lease, and will transfer all right-of-way, property, interests and assets associated with the Project to the NCDOT. Said instrument shall be accepted in writing by the authorized representative of the NCDOT prior to recordation with the Register of Deeds. The NCTA will provide the NCDOT with written notice of NCTA's intent to amend or terminate, the Lease at least 180 days prior to amending or terminating the Lease and transferring all right-of-way, property, interests and assets associated with the Project to the NCDOT.

The NCTA shall nevertheless be responsible for reimbursements as provided herein.

vii. During the lease period, the NCDOT retains access rights to the leased premises for inspection purposes and for certain maintenance responsibilities. The NCDOT and its contractors may enter the leased premises to conduct such work necessary for said inspection and maintenance responsibilities. The NCDOT and its contractors will provide reasonable notification to the NCTA and its contractors as may be required by the NCTA and shall plan and conduct the NCDOT work in a manner that creates the least possible disturbance to the construction of the project or to the traveling public. The NCDOT will have complete access to Northern Wake Expressway (NC 540) without providing any notice to the NCTA until NC 540 is ready to open as part of a toll road.

viii. **Lease for Northern Wake Expressway:**

a. The Amendment to the Lease to include the Northern Wake Expressway (NC 540) from the NCDOT to the NCTA, when NC 540 is ready to be opened as part of a toll road, shall include all right of way acquired by the NCDOT for the NC 540 project and all ancillary structures since such excess right of way may be needed in aid of erection of tolling structures and equipment. The lease will not include any residues. The NCTA will give the NCDOT 180 days written notice prior to NC 540 being ready to open as a toll road so an Amendment to the Lease can be executed. The NCTA and its contractors will be able to construct any necessary connections from NC 540 to the other portions of the Triangle Expressway as well as any necessary toll facilities, signage, lighting, signals and signal synchronization pursuant to an encroachment agreement with the NCDOT to be executed before the NCTA is ready to start such construction on NC 540. As soon as practicable, the NCTA will cooperate with the NCDOT to enter into encroachment agreements providing for any construction and changes in the connection of NC 540 as a toll road with the NCDOT non-toll highways. The NCTA will be responsible for and pay for any said construction or changes required for the connection of NC 540 as a toll road with the NCDOT non-toll highways, including but not limited to, any necessary changes to existing signage, lighting, signals and signal synchronization before tolls are collected.

- b. Prior to the effective date of the Lease for NC 540 as provided for herein, the Parties shall cooperate and shall execute and submit such letters or other writings necessary for the FHWA to designate the NC 540 Project a toll road.
- c. Notwithstanding the Lease of NC 540 as provided above:
 1. NC 540 shall be open to traffic without tolls until it is ready to be opened as part of a toll road as part of the Triangle Expressway Project.

Unless otherwise hereafter agreed by the parties in writing, NC 540 shall be operated and maintained under its usual standards by and at the cost of the NCDOT until the NCTA has completed all steps necessary to open this section as part of a toll road, including providing 180 days written notice to the NCDOT as required above.

7. Encroachments:

- A. Encroachment with the NCTA:** An encroachment to perform Project work prior to the effective date of the Lease is part of this Agreement, subject to any Lease conditions when said lease becomes effective and the conditions set forth below, except for NC 540 for which the parties will enter a separate written Encroachment Agreement so that the NCTA can perform work on this road until it is ready to open as part of a toll road, as set forth in subdivision immediately above. The encroachment agreement will commence concurrently with the effective date of this Agreement, except for NC 540.

- i. The NCTA or its contractors will need access to NCDOT highways for preconstruction purposes. The NCTA will provide reasonable written notification to the NCDOT, and the NCDOT will provide access via written communication from the NCDOT Division 5 Engineer on NCDOT maintained right of way. The NCTA will also need access to existing NCDOT highways in order to connect them to the Triangle Expressway Project. The NCTA will cooperate with the NCDOT to enter into necessary encroachment agreements providing for any necessary construction and changes in the connection of this Project with the NCDOT non-toll highways. The NCTA will be responsible for any said construction or changes and all associated costs required for the connection of this Project with the NCDOT non-toll highways, including but not limited to changes or additions to signage, lighting, signals and signal synchronization. The NCTA will plan and conduct the NCTA work in a manner that creates the least possible disturbance to the traveling public. Any traffic control work requiring disruption of traffic in any way by the NCTA or its contractors on existing NCDOT highways will be coordinated with the NCDOT prior to performing the work and will be in accordance with NCDOT approved restrictions or as outlined in an encroachment agreement between the NCTA and the NCDOT.
- ii. All work performed by the NCTA and its contractors on the NCDOT right-of-way will be done in accordance with all applicable NCDOT standards, policies, and procedures unless otherwise agreed to in writing by the NCDOT Division 5 Engineer.

B. **Encroachments with Third Parties:**

The NCTA and the NCDOT Utility Unit have agreed upon and will use a Right-of-Way Encroachment Agreement for Controlled Access Highways for Turnpike Projects. This three party encroachment agreement (NCTA, NCDOT, and “encroacher”) will be used for encroachments due to right-of-way ownership issues. However, where the NCTA will not retain operational control after the completion of the Project, such as along y-lines where driveway and/or other 3rd party allowances are permitted, the NCDOT will be the sole approval authority. If the NCTA is responsible for any funds for any of these activities, such as any utility reimbursements, NCTA will be a party to the encroachment agreement. All utility encroachments shall be in accordance with the NCDOT’s Policies and Procedures for Accommodating Utilities on Highway Rights of Way Manual, specifically those procedures for controlled access highways. The NCTA will coordinate with the NCDOT regarding all encroachments for this Project.

8. Withdrawal of NCDOT Funding Participation:

- A. If at any time prior to the closing on any bond issuance, the NCTA determines that the Triangle Expressway Project is no longer viable as a toll project; or if the NCTA is unable to secure satisfactory financing, or if, in the opinion of the NCDOT Board of Transportation, satisfactory progress has not been made to implement or secure funding for this Project; or if the Project is not awarded by the NCTA by February 3, 2010, the NCDOT Board of Transportation may withdraw Project funding as provided in the Master Agreement and this Agreement as set forth in subsection B below.

- B. In the event that NCDOT intends to withdrawal funding pursuant to the conditions set forth in paragraph 8A above, the NCDOT will provide written notice to the NCTA of the NCDOT's intent to withdraw Project funding. After said notice, the NCTA shall have 180 days to cure the defect. At the conclusion of the 180 days, If NCTA has failed to cure the defect to the satisfaction of NCDOT, NCDOT shall give NCTA 90 days notice prior to withdrawing Project funding and terminating, or within its discretion, assigning the lease if in effect at such time. The issuance of senior toll road revenue bonds by the NCTA to provide all or a portion of the construction financing for the Project shall in all events constitute satisfactory progress to implement funding for the Project.

9. **The NCTA's transfer of the Project to the NCDOT for Inclusion in the State Highway System**

- A. At the termination of the Lease and upon fulfillment of all financing agreements and reimbursement to the NCDOT of all monies loaned by the NCDOT, spent by the NCDOT for its employees, contractors or counsel working on this Project, and for all costs and expenses incurred by the NCDOT, as set forth in Section 4. B. Reimbursement above, the NCTA shall transfer of the Project's roadway, all right-of-way, property, interests and assets associated with the Project from the NCTA to the NCDOT as provided in the Master Agreement. The NCTA will convey the roadway to the NCDOT for maintenance after the NCTA has removed all toll facilities and toll signage from the Project. The roadway must conform to NCDOT standards, including minimum maintenance conditions, prior to conveyance and acceptance to the State Highway System for Maintenance. An assessment of all highways and bridge assets will be conducted by the NCTA in compliance with the NCDOT performance targets. If the roadway does not meet NCDOT standards, the NCDOT will charge the NCTA the costs of bringing the roadway into compliance. The NCDOT may require the NCTA in writing to remove certain obstacles at the NCTA's expense, prior to the NCDOT agreeing to accept the roadway. The NCTA will provide the NCDOT with written notice 120 days in advance of the desired transfer date. The NCDOT Board of Transportation must approve the transfer. After approval by the Board of Transportation, the NCTA will execute an appropriate instrument memorializing this transfer to the NCDOT.
- B. When the Project is transferred to the NCDOT, all portions of the Project must be in compliance with all federal, state and local laws and regulations. The NCTA must bear all costs of bringing items into compliance.

10. **Compliance with Environmental Laws and Regulations:** The NCTA will be responsible, to the exclusion of the NCDOT except with respect to NC 540 as set forth below, for compliance with all applicable federal and state environmental laws and regulations, including, but not limited to, the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), the Clean Water Act, the Clean Air Act, the USDOT Act, the National Historic Preservation Act, and the Endangered Species Act. The NCTA will be responsible, to the exclusion of the NCDOT except with respect to NC 540 as set forth below, for all claims or actions arising out of any alleged violations of any federal or state environmental law or regulation, including the costs of any litigation or administrative proceeding, and any attorneys' fees. Such costs for the time and expenses of the NCDOT's counsel and members of the Attorney General's Office and their staffs as well as attorneys' fees assessed for counsel representing parties other than the NCDOT and NCTA, and expenses, costs, settlement amounts and court-ordered costs and damages incurred during litigation, including, but not limited to, fees and costs for expert witness fees and expenses; subpoena fees; mediation fees; exhibit preparation costs; survey and mapping costs; wetland assessment costs; land planning studies and other studies prepared for

litigation; costs associated with depositions and transcripts; travel expenses including mileage reimbursement, lodging and meals during travel; court-ordered interest; any court-ordered costs, including costs for the other parties' experts and other witnesses; and damages, penalties, sanctions, attorneys' fees, awarded by a court for any such claims are authorized to be billed as agreed upon by the Parties through a WBS element number for billing to this Project, and all such time and expenses are to be reimbursed to the NCDOT by the NCTA.

The NCDOT shall remain responsible for all of its acts and omissions and those of its contractors and agents relative to NC 540 prior to the effective date of the Amendment to the Lease to incorporate NC 540 in the Lease, or a date, agreed to by the Parties, upon which date the NCTA will assume operations and maintenance of NC 540, whichever occurs later.

- A. Documentation required by the NEPA and/or SEPA has been completed for the Western Wake Freeway. The NCTA must complete the NEPA process for the Triangle Parkway prior to acquiring right of way or beginning construction of that portion of the Project. Provided, the NCTA may accept donations of property for the Project, subject to the concurrence of the FHWA. The NEPA or SEPA document must be completed on NC 540 prior to the NCTA's beginning construction of toll collection facilities on NC 540. Completion of the NEPA process consists of obtaining a Categorical Exclusion ("CE"), a Finding of No Significant Impact ("FONSI") or a Record of Decision ("ROD") document signed and approved by both the FHWA and the NCDOT. The NCTA will be responsible for preparing any supplemental environmental documentation required by NEPA, SEPA or FHWA regulations, such as consultations, re-evaluations, or other supplemental documents. All supplemental environmental documentation must be signed and approved by the NCDOT and the FHWA, if applicable. Any future improvements to the Project or to other area roadways not covered by previously-approved environmental documents must comply with NEPA and/or SEPA as applicable. Commitments made in the environmental documents for the Project, commonly known as the "Green Sheet" commitments, will be carried out by the NCTA, except when a local, state or federal government has submitted a formal resolution to the NCTA and the NCDOT advising that it no longer requires a specific commitment. The NCTA will certify to the NCDOT and the FHWA that it has met said commitments.

- B. The NCTA will prepare, sign, and submit all required federal and state environmental permit applications for the Project. The NCTA will provide to the NCDOT Project Development and Environmental Analysis (PDEA) Branch for review and comment a copy of any draft permit application at least two weeks prior to submittal, and will provide to the PDEA Branch a copy of any draft permit conditions received from a regulatory agency within two business days of receipt. The NCTA will be solely responsible for compliance with all environmental permits issued for the Project, including, but not limited to, all costs, fines, penalties, and damages associated with any permit violations and all costs associated with correcting or responding to those violations, including the costs of any litigation or administrative proceeding and any attorneys' fees.
 - C. The NCTA will ensure that stormwater drainage systems for this Project will be designed in accordance with the requirements of the National Pollutant Discharge Elimination System (NPDES) program. The NCTA has a NPDES Permit for this Project. The NCTA will use NCDOT's Best Management Practices for the protection of surface waters during construction.
 - D. The NCTA and the NCDOT agree to cooperate for the utilization of the Ecosystem Enhancement Program (EEP) for project mitigation. The NCTA will be responsible for paying any mitigation costs to the EEP.
 - E. The NCTA agrees to follow the North Carolina Department Of Transportation and North Carolina Turnpike Authority Erosion and Sedimentation Control Program signed on behalf of the NCDOT and the NCTA on May 11, 2007 during construction of this Project. (This document is attached hereto.)
11. **Municipal Agreements:** The NCTA will honor all municipal agreements in effect prior to the entry of this Agreement which will be affected by this Project. The NCTA is responsible for preparation and execution of all necessary agreements with various local governments for this Project. The NCDOT will be a party to these agreements, when such agreements significantly impact the NCDOT facilities. If the NCTA agrees to any provisions with local governments which are outside of the authority granted to the NCDOT by the North Carolina General Statutes and beyond what is provided in AASHTO and NCDOT policies and procedures, the NCDOT will not be responsible for carrying out such terms of any agreements should the Project be transferred to the NCDOT.
12. **Design Standards:** The NCTA and its contractors will adhere to established design standards and guidelines, including, but not limited to, Project specific design criteria as included in the Design-Build contract documents which will incorporate AASHTO and FHWA design guidelines and policies, and NCDOT standards, unless otherwise agreed upon by the NCTA, the NCDOT and the FHWA.
13. **Procurement:** The NCTA will follow procurement procedures and the procedures as set forth in North Carolina General Statute § 136-89.194.

14. **Construction of the Project:** The construction of this Project will be in accordance with the NCDOT Construction Manual in effect at the time of construction, except as modified by the Design-Build contract documents and agreed upon by the NCTA, the NCDOT and the FHWA. The NCTA and the FHWA will separately agree upon toll collection technology issues which are not covered in the NCDOT Construction Manual. The NCTA or its contractors will perform quality assurance during construction. The NCTA will provide written assurance of compliance during all phases of the Project to the NCDOT and the FHWA. The NCTA will conduct structural design reviews with the NCDOT in accordance with established NCDOT policies and procedures.
15. **Traffic Control:** The NCTA will follow the United States Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) and the NCDOT Manual on Uniform Traffic Control Devices as well as the NCDOT's policies and procedures for installation and placement of traffic control devices on the Project and on highways connecting to the Project. The NCTA will coordinate with the NCDOT and the FHWA for traffic control planning, and congestion and incident management planning for this Project as well as for establishing traffic counting techniques and standards for the Project and highways connecting to the Project. The NCTA will provide periodic reports and conduct audits for traffic control planning and devices to the NCDOT and the FHWA as agreed upon by these three entities.
16. **Civil Rights Program:** The NCTA's Disadvantaged Business Enterprises (DBE) program will follow the federally approved NCDOT DBE program. The NCTA will ensure that its contractors adhere to this program and civil rights requirements and provide necessary reports to the NCDOT with appropriate documentation. The NCTA will enforce civil rights compliance, if necessary, by withholding payments from contractors or other administrative remedies. The NCTA will also ensure that the NCTA and its contractors comply with the Americans with Disabilities Act (ADA) from the preconstruction phases of this Project until the reversion of or the transfer of the Project to the NCDOT when the toll facilities have been removed.
17. **Safety:** Before and during construction and while operating and maintaining this project, The NCTA will follow safety related programs and procedures established by the NCDOT and the FHWA, including but not limited to those in the NCDOT Workplace Safety Manual and the NCDOT Safety Policies and Procedures Manual, and will conduct audits for and provide periodic reports on safety control to the NCDOT and the FHWA as agreed upon by these three entities.

18. **Warranties:** The NCTA will ensure that all warranties from its contractors, including the Design Build team will automatically be assigned to the NCDOT upon transfer of the Project to the NCDOT or the reversion of the Project to the NCDOT. Also, at all times, all warranties are to be in force in accordance with the NCTA's contract and all warranty work is to be performed as required by the contract specifications. The NCTA will perform quality assurance on the warranty process to ensure compliance. If during the warranty periods, which are initiated with the date of substantial completion of the contract, any work is found to be defective or not in accordance with the contract requirements, the NCTA Director of Construction, or the NCDOT State Construction Engineer, if the Project has been transferred to the NCDOT, will notify the contractor in writing of its responsibility to perform corrective work in accordance with the contract provisions. If the contractor is in non-compliance with the contract requirements to perform warranty work, the NCTA Director of Construction, or the NCDOT State Construction Engineer, if the Project has been transferred to the NCDOT, will arrange for the work to be performed by others. The NCTA or the NCDOT will arrange for the cost reimbursement by the responsible contractor through a deductive contract modification or other means.

19. **Operation and Maintenance:**
 - A. Prior to tolls being collected on NC 540, the NCDOT will perform routine maintenance along NC 540 to a comparable level with other controlled access highway corridors. The NCDOT will not be responsible for maintaining any items within the future toll construction contract for the Project or any items added as a result of the conversion of this segment to a turnpike facility. The NCDOT will completely operate and maintain NC 540 which is now part of the State Highway System until it is opened as a toll road, except for the NCTA's required construction to connect NC 540 with the rest of the Project. .

 - B. After the Project is opened as a toll road, the NCTA will be responsible for all operations and maintenance of this Project. The NCDOT will be responsible for the operation and maintenance of any right-of-way outside the Project limits. With regard to the termini points on ramps and/or loops, the NCDOT right-of-way line or an imaginary line projected along the assumed right of way width along any non-NCTA owned y-line crossing either over or under Triangle Expressway will be considered the delineation line for responsibility for the NCDOT and the NCTA as it relates to maintenance or other functions. The Parties will be responsible for operation and maintenance for their respective parts on either side of said lines. These limits will be graphically depicted on the final design plans.

1. New signals and revisions to existing signals will be necessary along existing NCDOT highways prior to inception of tolls on the corridor. The NCTA will contract for this work in accordance with appropriate NCDOT engineering guidelines unless the NCDOT has preference on existing signals such as Division 5 Traffic Services performing the work in lieu of a contractor. If the NCDOT forces perform this work, the NCTA will reimburse the NCDOT for all costs and expenses, including parts and hours worked by the NCDOT personnel or its contractors. The NCTA will coordinate with the NCDOT regarding any necessary signal timing and details, traffic control requirements and other related issues to ensure NCDOT policies, procedures, and requirements are met. The NCTA will bear all costs for said signals, signal synchronization and modifications.
2. New signs and revisions to existing signs will be necessary along existing NCDOT highways prior to inception of tolls on the corridor. The NCTA will contract for this work in accordance with appropriate NCDOT engineering guidelines. The NCTA will coordinate with NCDOT regarding any sign designs and details, and traffic control requirements necessary for this Project to ensure NCDOT policies, procedures, and requirements are met. The NCTA will bear all costs for said signs and modifications.
3. The NCTA will coordinate with NCDOT to install any necessary lighting along existing NCDOT highways prior to inception of tolls on the corridor. The NCTA will contract for this work in accordance with appropriate NCDOT engineering guidelines. The NCTA will coordinate with the NCDOT regarding any lighting designs for this Project to ensure NCDOT policies, procedures, and requirements are met. The NCTA will pay for energy usage for lighting elements installed by the NCTA regardless of location. The NCTA will bear all costs for said lighting and modifications.

20. **ITS Technologies and Integration into the NCDOT Traffic Operations Center:** New ITS equipment or revisions to the existing equipment will be necessary along existing NCDOT highways prior to inception of tolls on the corridor. The NCTA will contract for this work in accordance with appropriate NCDOT engineering guidelines unless the NCDOT has preference on existing ITS equipment such as Division 5 Traffic Services performing the work in lieu of a contractor. If the NCDOT forces perform this work, the NCTA will reimburse the NCDOT for all costs and expenses, including parts and hours worked by the NCDOT personnel or its contractors. The NCTA will coordinate with the NCDOT regarding any necessary ITS designs and installations to ensure NCDOT policies, procedures, and requirements are met. The NCTA will bear all costs for said signals and modifications. The NCTA agrees to share video and traffic flow data with the NCDOT at no cost to the NCDOT. The NCDOT will provide space at the NCDOT Traffic Operations Center. The NCTA will bear all costs associated with wiring and equipment necessary and all work associated with meeting their requirements.
21. **Outdoor advertising adjacent to roadway:** The United States Congress mandated that the states effectively control outdoor advertising adjacent to interstate or Federal-aid primary highway systems, such as the Triangle Expressway, pursuant to 23 U.S.C. § 131, *et seq.* Should the states fail to effectively control outdoor advertising adjacent to said highways, the states could lose a significant portion of their federal funding for highways. In accordance with Congressional mandate, The North Carolina General Assembly delegated to the NCDOT authority to control outdoor advertising adjacent to interstate or primary highway systems within this state, pursuant to the North Carolina Outdoor Advertising Control Act, North Carolina General Statute § 136-126, *et seq.* The NCTA will refer all matters relating to outdoor advertising control to the NCDOT.
22. **Junkyards:** The United States Congress mandated that the states effectively control junkyards adjacent to interstate or Federal-aid primary highway systems, such as the Triangle Expressway, pursuant to 23 U.S.C. § 136, *et seq.* Should the state fail to effectively control junkyards, the state could lose a significant portion of federal funding for highways. In accordance with Congressional mandate, The North Carolina General Assembly delegated to the NCDOT authority to control junkyards adjacent to interstate or primary highway systems within this state, pursuant to the North Carolina Junkyard Control Act, North Carolina General Statute § 136-141, *et seq.* The NCTA will refer any matters relating to junkyard control to the NCDOT.
23. **Logo Program:** The North Carolina General Assembly delegated to the NCDOT the authority for owning and erecting logo signs in the right of way, pursuant to North Carolina General Statute § 136-89.56. The NCTA will manage the logo signs program along this Project in accordance with federal and state laws and regulations and with the NCDOT policies and procedures.

24. **Oversize and Overweight Permits:** The United States Congress mandated that the states obtain compliance with size and weight requirements by vehicles operating on the Interstate System and federal-aid Primary roads, such as the Triangle Expressway, pursuant to 23 U.S.C. § 127. Should the states fail to certify to the FHWA that they are enforcing state laws respecting maximum vehicle size and weight or should states fail to enforce state laws respecting maximum vehicle size and weight, the states could lose a significant portion of their federal funding for highways, pursuant to 23 CFR § 657.19. In accordance with Congressional mandate, the North Carolina General Assembly delegated to the NCDOT authority to issue permits for qualifying oversize and overweight vehicles and fine operators of oversize and overweight vehicles who fail to obtain permits, pursuant to North Carolina General Statute § 20-119, *et seq.* The NCTA will refer all matters relating to oversize and overweight vehicles to the NCDOT. No moves for oversize or overweight vehicles will be routed through the NCTA routes without prior coordination with the NCDOT.
25. **Regulation and Enforcement Responsibilities:** Any regulatory or enforcement responsibilities that the NCDOT is charged with administering along the State's highways will be the responsibility of the NCTA during the term of the Lease, except matters relating to outdoor advertising control, junkyard control, oversize and overweight vehicles and other matters specifically delegated to the NCDOT and for which the NCDOT is subject to lose federal or state funding for noncompliance.
26. **Emergency and NCDOT Use of Toll Project:** In the event the Governor shall declare a State of Emergency that requires the use of the toll facility as an evacuation route, the use of the roadway will be free at all times during the applicable period of such declared emergency. Emergency vehicles, as to be defined in the NCTA Toll Policy, will be reimbursed for use of the roadway at all times when responding to an emergency. The NCTA will provide transponders to the NCDOT to allow access to the roadway by NCDOT personnel when conducting official business specific to this NCTA toll facility.
27. **Incident Motorist Assistance Patrol (IMAP):** Any IMAP functions performed on the Triangle Expressway during the term of the Lease will be at the discretion and cost of the NCTA and coordinated with the NCDOT as necessary. The NCTA may contract with private entities for IMAP functions and the costs for such services will be born by the NCTA.
28. **Future Improvements to Triangle Expressway:** The Parties desire to outline the conditions and terms that must be met before the NCTA will be required to plan, design, fund and construct improvements to the I-40/NC 147/Triangle Parkway interchange and any other associated improvements. With respect to these future improvements, the Parties agree as follows:
 - A. The NCTA, subject to the financing conditions set forth in Section B below, will plan, design, program (fund and schedule) and implement improvements to the I40/NC 147/Triangle Parkway interchange and any other associated improvements. The work will be done on a schedule based on the earliest occurrence of items i, ii, or iii as listed below:

- i. The NCTA will fund the planning, design, and construction of the future improvements at the interchange and any other associated improvements so that the construction of the improvements will be completed at the time the annual average daily traffic ("AADT") is 50,000 vehicles per day on the Triangle Parkway.
 - ii. The NCTA will fund and begin the planning and design for the improvements at the interchange and any other associated improvements when the Durham Chapel Hill Carrboro and the Capital Area Metropolitan Planning Organizations and the NCDOT programs funds to begin the planning for improvements along I-40 in the vicinity of the interchange. The NCTA will fund the construction and implement the improvements to the interchange and any other associated improvements on the same schedule or on a compatible schedule as the construction of the I-40 improvements.
 - iii. The NCTA will fund and begin the planning and design for the improvements at the interchange and any other associated improvements when funds are identified to begin planning of the Triangle Parkway Extension from the McCrimmon Parkway to NC 540 (Project U4763 A). The NCTA will fund the construction and implement the interchange improvements and any other associated improvements at the same time or on a compatible schedule as the construction of project U-4763 A.
- B. Notwithstanding the conditions set forth in Section A above, the NCTA will plan, design and fund any future improvements along I-40/NC 147/Triangle Parkway if the NCTA, in consultation with its financial advisor, determines that:
 - i. Revenue collected from the Triangle Expressway exceeds the then existing financial operating and maintenance requirements and debt obligations and commitments arising out of the construction of thereof; provided if funding comes from revenue bonds, all capital costs must be validated by an independent consulting engineer and toll revenue forecasts must be validated by an independent traffic and revenue consultant;
 - ii. All of the NCTA financing covenants will be met including the additional bonds test, the rate covenant, and the maintenance of investment grade senior lien bonds as required by TIFIA; and

- iii. Any credit rating agency maintaining ratings on the NCTA will provide written affirmation that the NCTA credit ratings will maintain no less than a minimum investment grade credit rating if additional bonds are to be issued to fund the traffic improvements along the I-40/NC 147/Triangle Parkway interchange.
 - C. NCTA shall not issue any parity bonds, other than refunding bonds (i.e., refinancing the original bonds), for any project before the improvements along I-40/NC 147/Triangle Parkway interchange and associated improvements are financed, provided that at least one of the circumstances in Section A are present at the time NCTA seeks to issue the bonds. If none of the circumstances in Section A are present, this restriction does not apply.
29. **Audit and Monitoring Requirements:** The procedure for documentation for this Project and control of same will be in accordance with the NCDOT Construction Manual. Certain modifications to NCDOT Construction Manual procedures may be made provided that the NCTA Chief Engineer and the NCDOT Highway Administrator or his designee agree beforehand in writing. The NCTA shall submit to the NCDOT such data, reports, records, contracts and other documents relating to the project as the NCDOT may request in order to ascertain the performance by the NCTA of its obligations under this and the Master Agreement. If requested by the NCDOT, the NCTA shall provide the NCDOT with a copy of any contract or proposed contract between the NCTA and a third party for procurement of consultant services, construction or commodities or any amendments, with respect to the project. All records are subject to being audited by the FHWA, the State Auditor and the NCDOT.
30. **Compliance with Laws:** The Parties agree to comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations while this Agreement is in force.
31. **Notices:** Any notices given pursuant to this Agreement shall be given in writing and sent via First Class United States Mail, State Courier Service or personal delivery to the Parties at the address below. The notices shall be effective on the date received.
32. **Attachments:** All exhibits and other attachments to this Agreement are incorporated herein by reference.
33. **Governing Law:** This Agreement shall be construed under and in accordance with the laws of the State of North Carolina.

34. **Remedies and Liabilities of the Parties:** The Parties hereby expressly agree that the remedy for any noncompliance by either party under this Agreement shall be specific performance, except as set forth herein. Should the NCDOT be required to have the NCTA bring this Project into compliance with NCDOT standards prior to reversion or transfer of the project, the NCDOT will be allowed to recover all costs incurred in any litigation for this purpose. To the extent allowed by law, each party shall be responsible for its respective actions under this Agreement, including responsibility for any assessments, claims, fines, penalties or other liabilities resulting from or arising out of this Agreement. Except as otherwise provided in the following two sentences, the NCTA acknowledges and fully accepts its responsibility for the planning, design, acquisition of right-of-way, construction, maintenance, regulation, signage, signalization, illumination and overall operation of the Triangle Expressway, and hereby contracts to release the NCDOT from responsibility therefor in any litigation, except with respect to the gross negligence or willful misconduct of the NCDOT. Nothing, however, contained in this Agreement or elsewhere shall impose any liability on the NCTA for or with respect to the operation of NC 540 prior to it becoming part of the toll facility. Until any construction work is performed on NC 540 to alter it for use as a toll road, the NCDOT acknowledges and fully accepts its responsibility for the design and construction thereof. However, when the NCTA begins construction to connect NC 540 to the other sections of this Project, the NCTA acknowledges and fully accepts responsibility for the planning, design, right-of-way acquisition, construction, maintenance, regulation, signage, signalization, signal synchronization, illumination and overall operation thereof, including control in the work zone during construction and when the construction is complete, and hereby contracts to release the NCDOT from responsibility therefor in any litigation, except with respect to the gross negligence or willful misconduct of the NCDOT.

NCDOT shall reasonably assist the NCTA in the NCTA's pursuit of any breach of contract, negligence or other claim against any of the NCDOT's contractors, which assistance may include the NCDOT's assignment of its rights to the NCTA, sharing of documentation, providing access to its employees and consultants, or, if necessary, joinder in any legal action, provided that the NCTA shall promptly reimburse the NCDOT for all costs it incurs as a result. Further and to the extent allowed by law, the NCTA shall be fully subrogated to the NCDOT and shall be entitled to maintain an action over and against any third party or parties (but not against the NCDOT) legally liable for having caused the NCTA or the NCDOT to pay or disburse any sum of money in connection with any previously completed portion of the Project. Neither the NCDOT nor the NCTA waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either the NCDOT or the NCTA, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to the NCDOT or the NCTA.

35. **Severability:** In case any one or more of the provisions of this Agreement shall be found invalid, unlawful or unenforceable for any reason, in any respect, the remainder of this Agreement shall remain in effect and construed as if such invalid, unlawful or unenforceable provision had never been contained herein.

36. **Headings:** The headings and section captions contained herein are for convenience only and shall not in any way limit or amplify the plain meaning of any term or provision herein.
37. **Amendments:** No, amendment, modification or alteration of any term or provision herein shall be valid or binding, unless the same shall be in writing, dated subsequent to the effective date of this Agreement, and duly executed by the authorized representatives of the NCTA and the NCDOT.
38. **Construction of this Agreement:** In the construction of this Agreement, whether or not so expressed, words used in the singular or in the plural, respectively, include both the singular and the plural, and the masculine, feminine and neuter genders include all other genders. The Parties agree that no single Party shall be deemed the author of this Agreement, and that the Agreement shall not be construed more or less strictly against one Party than against the other Party.
39. **Termination of this Agreement:** This Agreement may be terminated only by written mutual agreement and consent of the parties hereto, except as specifically herein provided.
40. **Successors and Assigns:** This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective Parties and their legal successors.
41. **Limitations:** All covenants and obligations of the NCDOT and the NCTA under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of the NCDOT or the NCTA shall have any personal obligations or liability hereunder.
42. **Sole Benefit:** This Agreement is entered into for the sole benefit of the NCDOT and the NCTA and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.
43. **Relationship of the Parties:** Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between the NCDOT and the NCTA, nor any joint enterprise.
44. **Authorization:** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.
45. **Cooperation:** Each party to this Agreement recognizes that time is of the essence with respect to executing duties and obligations as required pursuant to this Agreement. The NCTA will timely supply information and/or documents to the NCDOT for review. The NCDOT will complete such review of information and/or documents, including any Exhibit hereto, supplied by the NCTA without unreasonable delay.

46. **“Force Majeure”**: shall mean any of the following events which materially and adversely affect the parties obligations hereunder and which could not have been avoided by due diligence and use of reasonable efforts by the parties:

- a. Actual delay or permanent or temporary inability to perform due to events beyond the parties’ reasonable control, including fire, flood, earthquake, hurricane, inclement weather, epidemic or other unavoidable casualties or acts of God, freight embargo, strikes or general inability to obtain labor or materials, civil commotion, sabotage, terrorism or enemy action;
- b. Any change in a governmental rule, or change in the judicial or administrative interpretation of, or adoption of any new governmental rule which is materially inconsistent with the governmental rules in effect at the execution of this Agreement; and
- c. Any lawsuit restraining, enjoining or delaying the granting or renewal of any governmental approval of the Project.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year first written above, on the part of the NCDOT and the NCTA by authority duly given.

**STATE OF NORTH CAROLINA, through
its agency, the Department of Transportation**

BY _____

NAME: _____

TITLE: _____

Address:

Transportation Building
1501 Mail Service Center
Raleigh, North Carolina 27699-1501

ATTEST:

SECRETARY TO THE BOARD OF
TRANSPORTATION AND CUSTODIAN
OF THE SEAL OF THE DEPARTMENT
OF TRANSPORTATION

NORTH CAROLINA
WAKE COUNTY

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Tammy Denning, Secretary of the Board of Transportation and Custodian of the Seal of the Department of Transportation of the STATE OF NORTH CAROLINA, personally came before me this day and acknowledged that she is the Secretary of the Board of Transportation and that by authority duly given and as the act of the Department of Transportation of the STATE OF NORTH CAROLINA, the foregoing PROJECT SPECIFIC AGREEMENT FOR TRIANGLE EXPRESSWAY AND EXECUTORY CONTRACT FOR LEASE OF RIGHT OF WAY FOR TRIANGLE EXPRESSWAY was signed in its name by _____, sealed with its official seal and attested by herself as Secretary of the Board of Transportation.

In WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the _____ day of _____, 2008.

NOTARY PUBLIC

(Printed Name of Notary)

My Commission Expires:

NOTARY SEAL:

NORTH CAROLINA TURNPIKE AUTHORITY:

By:

Name: _____

Title: _____

Address:
1578 Mail Service Center
Raleigh, North Carolina 27699-1578

Additional Business

Approval – Resolution Authorizing the North Carolina Department of Transportation to Make Application to the Federal Railroad Administration for Capital Assistance to States – Intercity Passenger Rail Service Program

Upon the recommendation of the Transit, Rail, Ferry and Aviation Committee, a motion was made by Board Member Dunn and seconded by Board Member Szlosberg, and the vote was unanimous to approve the following:

WHEREAS, the Federal Railroad Administration has published a notice of funding availability and is soliciting applications as soon as practical, and

WHEREAS, the North Carolina Department of Transportation has provided capital and operating support for intercity passenger trains since 1990, and

WHEREAS, in federal fiscal year 2007 nearly 600,000 North Carolina passengers were transported by the service, and

WHEREAS, service reliability and on-time performance of passenger trains can be improved through public private partnerships that invest in rail network capacity, and

WHEREAS, as a condition of receiving federal grant funds, the National Passenger Railroad Corporation aka Amtrak has been tasked to work with host railroads to develop a Southeast Corridor Performance Improvement Plan, and said plan includes trains that operate in North Carolina, and

WHEREAS, the North Carolina Department of Transportation works with Amtrak , CSX Transportation, Norfolk Southern Railway and the North Carolina Railroad to identify and construct projects that enhance safety, reliability, on-time performance and reduce travel times, and

WHEREAS, the federal grant funds are contingent upon a commitment by host freight railroads to an enforceable on-time performance standard of 80 percent or greater, and the extent to which the commitment by the host freight railroad of financial resources is commensurate with the benefit expected to their operations,

NOW, THEREFORE, BE IT RESOLVED by the North Carolina Board of Transportation,

That the Department is authorized to make application, provide a portion of non-federal matching funds and grants administration.

Adopted by the North Carolina Board of Transportation, this the 6th day of March, 2008.

Adjournment

There being no further business to come before the Board, the meeting was adjourned.


Chairman,
North Carolina Board of Transportation

Attest: 
Secretary to the Board of Transportation

Dated this 3 day of April, 2008

