

**A G E N D A**

**MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD**

1401 E. Broad Street  
Richmond, Virginia  
December 19, 1996  
10:00 a.m.

1. Public Comment
2. Action on Minutes of Meeting of September 19, 1996
3. Action on Surface Transportation Assistance Act (STAA) Special Use Permit Routing
4. Action on Additions, Abandonments or Other Changes in the Secondary System from November 1, 1996 through November 30, 1996
5. Action on Discontinuance in the Secondary System: Loudoun County
6. Action on Changes in the Primary System: Tazewell County
7. Action on City Street Mileage
8. Conveyances: Route 17 - City of Chesapeake  
Route 17 - Gloucester County  
Route 460 - Buchanan County  
Route 657 - Hanover County
9. Action on Bids Received November 26, 1996
10. Consultant Agreement: Fredericksburg Outer Connector N/E Quadrant  
Proj. 66-R000-966-103-100-619  
(A) Provide services to develop MIS for  
N/E Quadrant of the Fredericksburg  
Outer Connector (Route 1 in Stafford  
County to Route 17 in Spotsylvania Co.)  
Post, Buckley, Schuh & Jernigan

Consultant Agreement: Route 1 - Fairfax County  
(B) Proj. 0001-029-F20, PE101  
Provide services for complete right of way  
and construction plans  
Louis Berger & Associates, Inc.

Consultant Agreement: Route 221 - Roanoke County  
(C) Proj. 0221-080-108, PE101  
Provide services for complete survey,  
geotechnical report and complete  
right of way plans  
Wiley and Wilson

11. Location Wamsley Boulevard/Turner Road - Chesterfield County  
& Design: Proj. 0647-020-278, PE101, RW201, C501  
Fr: 0.18 Mile W. of Int. Turner Road (Route 650)  
To: 0.13 Mile E. of Int. Turner Road (Route 650)

Location Route 202 - Westmoreland and Northumberland Counties  
& Design: Proj. 0202-066-V02, PE101, RW201, C501  
0202-096-V06, PE101, RW201, C501, B603  
Fr: 0.51 Mile South Westmoreland County Line at  
Hampton Hall Creek  
To: 0.19 Mile North Northumberland County Line at  
Hampton Hall Creek

Location Route 610 - Stafford County  
& Design: Proj. 0610-089-167, C505  
Fr: 0.42 Mile East Route 643  
To: 3.80 Miles West of I-95

Location Route 628 - Frederick County  
& Design: Proj. 0628-034-142, C501  
Fr: 0.15 Mile North of Int. Route 631  
To: 0.60 Mile South of Int. Route 732

Location Route 640 - Campbell and Pittsylvania Counties  
& Design: Proj. 0640-015-175, C501  
0640-015-176, C501, B631  
0640-071-209, C501  
Fr: 0.27 Mile North of the Campbell/Pittsylvania  
County Line  
To: 0.71 Mile South of the Campbell/Pittsylvania  
County Line

12. Industrial Access: Greene County  
Proj. 0690-039-153,M501  
Greene County Industrial Park
- Industrial Access: Greenville County  
Proj. 0735-040-188,M501  
Bravo Romeo, Inc.
- Industrial Access: Frederick County  
Proj. 0787-034-230,M501  
Astal Enterprises, Inc.
- Industrial Access: Franklin County  
Proj. 1086-033-274,M501  
Commerce Center
- Industrial Access: Halifax County  
(Deallocation) Proj. 0879-041-304,M501  
Georgia-Pacific OSB Plant
13. Rail Industrial Access: Mecklenburg County and Town of Chase City  
Spaulding Lumber Company
- Rail Industrial Access: Page County and Town of Luray  
Wallace Computer Services, Inc.
14. Supplemental FY 1997 Technical Assistance Fund Grant
15. Action on Pedestrian, etc., Prohibition - Route 460, Appomattox  
Bypass
16. Action on Resolution authorizing the Commonwealth Transportation  
Commissioner to execute an interim agreement with the City of  
Chesapeake and PB&J, LLC confirming the CTB's intent to make  
available funding for the improvement of Route 168/South  
Battlefield Boulevard
17. New Business
18. Adjourn

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Addition to Item 9: Bids received October 29, November 12,  
November 21 and December 6.

New Business: HOV Designation: I-66 - Fairfax and Prince William  
Counties

MINUTES  
OF  
MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD

1401 E. Broad Street  
Richmond, Virginia  
December 19, 1996  
10:00 a.m.

The monthly meeting of the Commonwealth Transportation Board was held in the Board Room of the Department of Transportation in Richmond, Virginia, on December 19, 1996, at 10:00 a.m. The Chairman, Dr. Robert E. Martinez, presided.

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Present: Messrs. Gehr, Byrd, Cogbill, Grubb, Lee, Martin, Myers, Neale, Newcomb, Porter, Prettyman, Rich and Roudabush and Mrs. Lionberger.

Absent: Mr. White.

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Item 2:

On motion of Mr. Martin, seconded by Mrs. Lionberger, the minutes of the meeting of September 19, 1996, were approved.

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Item 3:

Moved by Mr. Porter, seconded by Mr. Grubb, the Board approved Surface Transportation Assistance Act special use permit routing as shown on attached pages 1 A through 1 C.

Motion carried.

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# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, 23219

DAVID R. GEHR  
COMMISSIONER

December 5, 1996

J. L. BUTNER  
STATE TRAFFIC ENGINEER

Board Ratification of STAA  
Special Use Permit Routing

## MEMORANDUM

TO - Mr. Claude D. Garver, Jr.

These routes were approved by the Access Roads and Ground Transportation Committee at their November meeting.

<u>Route</u>	<u>County/City</u>	<u>Mileage</u>	<u>Requesting Company</u>
31	Surry County, Sussex County & Town of Wakefield	14.65 Mi.	Farmers United, Inc.
32	City of Suffolk	9.46 Mi.	Farmers United, Inc. & Stanley Riddick & Son, Inc.
301	Sussex County	1.99 Mi.	United McGill Corporation
397	Sussex County	0.38 Mi.	United McGill Corporation
616	Town of Ivor & Southampton Co.	17.22 Mi.	Farmers United, Inc.
727	Brunswick County	0.20 Mi.	United McGill Corporation
606	Brunswick County	0.60 Mi.	United McGill Corporation
46	Brunswick County	16.51 Mi.	Mitchell, Inc.
712	Brunswick County	12.37 Mi.	Mitchell, Inc.
60	Powhatan County, Cumberland County, Buckingham County, Appomattox County, Nelson County, Amherst County & Town of Amherst	68.76 Mi.	Line Haul Xpress, Inc., Walter Branch & P & J Company, Inc.
600	Cumberland County	2.30 Mi.	Walter Branch

1 A

501	City of Lynchburg & Campbell County	7.68 Mi.	Irby Enterprises, Inc.
657	Fairfax County	5.05 Mi.	Tyson Foods
228	Town of Herndon	0.32 Mi.	Tyson Foods
28	Fairfax County	0.68 Mi.	Tyson Foods
29	Fairfax County	1.13 Mi.	Tyson Foods
8285	Fairfax County	0.47 Mi.	Tyson Foods
620	Fairfax County	0.10 Mi.	Tyson Foods
11	Washington County	0.50 Mi.	Larry D. Lowe TKG, Cook, Inc., K&D Trucking, Inc. & Danny Herman Trucking, Inc.
58	Washington County Town of Damascus	11.47 Mi.	Larry D. Lowe TKG, Cook, Inc., K&D Trucking, Inc. & Danny Herman Trucking, Inc.
91	Washington County	1.62 Mi.	Larry D. Lowe TKG, Cook, Inc., K&D Trucking, Inc. & Danny Herman Trucking, Inc.
91	Washington County	0.21 Mi.	Larry D. Lowe TKG, Cook, Inc., K&D Trucking, Inc. & Danny Herman Trucking, Inc.
11	Washington County	0.13 Mi.	Larry D. Lowe TKG, Cook, Inc., K&D Trucking, Inc. & Danny Herman Trucking, Inc.
91	Washington County	12.16 Mi.	Larry D. Lowe TKG, Cook, Inc., K&D Trucking, Inc. & Danny Herman Trucking, Inc.
40	Halifax County, Pittsylvania County, Franklin County & Town of Gretna	56.63 Mi.	Renaissance Nutrition, Inc.
640	Pittsylvania County	6.05 Mi.	Renaissance Nutrition, Inc.
631	Pittsylvania County	2.10 Mi.	Renaissance Nutrition, Inc.
632	Pittsylvania County	0.50 Mi.	Renaissance Nutrition, Inc.
890	Franklin County	10.85 Mi.	Renaissance Nutrition, Inc.

Mr. Claude D. Garver, Jr.  
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December 5, 1996

630	Franklin County	0.15 Mi.	Renaissance Nutrition, Inc.
60 Bus.	Alleghany County	0.62 Mi.	Great Coastal Express, Inc., Crosby Trucking Service, Inc. & Intertrans Carrier Company
220	Alleghany County, Town of Iron Gate, Town of Fincastle & Botetourt County	25.81 Mi.	Great Coastal Express, Inc., Crosby Trucking Service, Inc. & Intertrans Carrier Company
730	Smyth County	0.17 Mi.	H.E.R. Truck Lines, Inc.
11	Smyth County	1.58 Mi.	H.E.R. Truck Lines, Inc.
707	Smyth County	1.60 Mi.	H.E.R. Truck Lines, Inc.

Should you or the Board have any questions concerning the preceding report, please advise.

*J. L. Butner*  
J. L. Butner  
State Traffic Engineer

Approved. *Claude D. Garver, Jr.* 12-6-96

12-19-96

Item 4:

Moved by Mr. Roudabush, seconded by Mr. Martin, that the Board approve Additions, Abandonments or Other Changes in the Secondary System from November 1, 1996, through November 30, 1996.

Motion carried.

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Item 5:

Moved by Mr. Porter, seconded by Mr. Prettyman, that

WHEREAS, by proper resolution, the Board of Supervisors of Loudoun County has requested that certain roads which no longer serve as public necessities be discontinued as part of the Secondary System of State Highways.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 33.1-150 of the Code of Virginia, as amended, the Commonwealth Transportation Board finds the following segments of roads are not required for public convenience and are hereby discontinued as part of the Secondary System of State Highways, effective this date.

Northern Virginia District

Loudoun County - Route 682  
Proj. 0682-053-215, M501  
Segments 1 and 3           0.18 Mile

Loudoun County - Route 673  
Proj. 0673-053-168, C501  
Segment 1A                0.10 Mile

Loudoun County - Route 662  
Proj. 0662-053-216, C501  
Segment 2                 0.06 Mile

Total Mileage - 0.34 Mile

Motion carried.

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**Report to the Commonwealth Transportation Board  
 Additions and Changes to the Secondary System of State Highways**

01-Dec-96

System Change	Project/Subdivision	Street Name	Route	From	To	Length Miles	Date BCS Resolution Effective
<b>Albemarle</b>							
Addition	Claymont	Claymont Drive	1572	Route 664	Not Mileage Change Reported	0.91	
Addition	Wetton	Wetton Lane	1223	Route 789	0.83 Mile Northwest Route 664	0.83	10/2/96 11/1/96
<b>Carroll</b>							
Addition	Edwards	Brandy Lane	1069	0.25 Mile South Route 1049	Not Mileage Change Reported	0.57	
Addition	Woods	Noac	1039	0.32 Mile Southwest Route 786	Route 786	0.35	7/10/96 11/7/96
<b>Charlotte</b>							
Addition	Noac	Noac	805	0.21 Mile South Route 606	Not Mileage Change Reported	0.21	8/7/96 10/2/96
<b>Chathamfield</b>							
Addition	Stonewall, Section D	Marwood Drive	2618	0.09 Mile West Route 2718	Not Mileage Change Reported	0.09	9/7/96 11/7/96
Addition	Stonewall, Section D	Pritchard Terrace	2434	Route 2618	0.23 Mile North Route 2618	0.23	9/1/96 11/7/96
<b>Fairfax</b>							
Addition	Charliffy Highlands, Section 12	Amy Way	8294	Route 8382	Not Mileage Change Reported	2.06	
Addition	Charliffy Highlands, Section 12	Cuban Drive	8382	0.02 Mile North Route 663	Route 668	0.10	10/28/96 11/2/96
Addition	Charliffy Highlands, Section 12	Elizoid As Court	8292	0.14 Mile Northwest Route 8382	Route 8382	0.31	10/28/96 11/2/96
Addition	Charliffy Highlands, Section 12	Jessie Arns Court	8293	0.14 Mile Southwest Route 8294	Route 8382	0.14	10/28/96 11/2/96
Addition	Charliffy Highlands, Section 12	Taylor Melrose Court	8293	Route 8294	0.13 Mile Northwest Route 8294	0.26	6/28/96 11/2/96
Addition	Rockpoints, Section 3	Fitzpat Court	7966	Route 7963	0.13 Mile North Route 8292	0.13	10/28/96 11/2/96
Addition	Rockpoints, Section 3	Orphanes Court	7964	Route 7963	0.09 Mile Northwest Route 7963	0.09	10/28/96 11/2/96
Addition	Rockpoints, Section 3	Peableness Court	7965	Route 7963	0.05 Mile Southwest Route 7963	0.05	10/28/96 11/2/96
Addition	Rockpoints, Section 3	Rockpoints Court	7967	0.05 Mile Southwest Route 7962	Route 7962	0.05	10/28/96 11/2/96

**Report to the Commonwealth Transportation Board  
Abandonments and Additions to the Secondary System of State Highways**

03-Dec-96

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System Change	Project/Subdivision	Street Name	Route	From	To	Length Miles	Date BOS Resolution	Effective
Addition	Rockpoints, Section 3	Rockpoints Drive	7982	0.22 Mile Northwest Route 7987	0.02 Mile Northwest Route 7987	0.20	10/28/96	11/23/96
Addition	Rockpoints, Section 3	Sandy Point Lane	7983	Route 7982	0.29 Mile Northwest Route 7982	0.29	10/28/96	11/23/96
Addition	The Manors at Mount Vernon	Centerbrook Place	8003	0.10 Mile South Route 3700	Route 3700	0.10	10/28/96	11/21/96
Addition	The Manors at Mount Vernon	Lakeshire Drive	3700	0.33 Mile West Route 3369	0.03 Mile West Route 3369	0.30	10/28/96	11/21/96
Addition	The Manors at Mount Vernon	Marble Dale Court	8004	0.06 Mile South Route 3700	Route 3700	0.06	10/28/96	11/21/96
Addition	The Manors at Mount Vernon	Riverston Lane	8002	0.12 Mile South Route 3700	Route 3700	0.12	10/28/96	11/21/96
Addition	The Manors at Mount Vernon	Sunbushy Place	8001	0.12 Mile South Route 3700	Route 3700	0.12	10/28/96	11/21/96
Addition	Wright's Overlook, Phase 2	Davis Drive	8097	0.59 Mile Southwest Route 123	0.35 Mile Southwest Route 123	0.24	10/28/96	11/21/96
Addition	Wright's Overlook, Phase 2	Wright's Hollow Lane	8098	0.15 Mile Northwest Route 8097	0.08 Mile Southeast Route 8097	0.25	10/28/96	11/21/96
<b>Frederick</b> Addition	Lakesides, Section 2; Villages at Lakeside, Sec. 7	Calumet Drive	1187	0.01 Mile East Route 1191	Net Millage Change Reported 0.01 Mile West Route 1197	0.74 0.22	12/14/94	11/6/96
Addition	Somersell Industrial Park	Kazemans Court	869	Route 861	0.20 Mile Northwest Route 861	0.20	8/14/96	11/6/96
Addition	Somersell Industrial Park	McOban Road	861	0.32 Mile West Route 863	Route 863	0.32	8/14/96	11/6/96
<b>Gloucester</b> Addition	None	Horse Road and Pony Drive	719	0.55 Mile Northwest Route 746	Net Millage Change Reported 0.55 Mile Northwest Route 746	0.25	9/3/96	11/7/96
<b>Isle of Wight</b> Addition	Girding Pointe South	Beechwood Pointe	1193	0.06 Mile Southwest Route 1190	Net Millage Change Reported Route 1190	1.27 0.08		9/19/96 11/19/96
Addition	Girding Pointe South	Eagle Watch	1192	0.06 Mile South Route 1190	Route 1190	0.06	9/19/96	11/19/96

**Report to the Commonwealth Transportation Board  
Abandonments and Additions to the Secondary System of State Highways**

System Change	Project/Subdivision	Street Name	Route	From	To	Length Miles	Date BOS Resolution	Effective
Addition	Chilling Pointe South	Chilling Pointe Parkway South	1190	Route 704	0.45 Mile East Route 704	0.45	9/19/96	11/19/96
Addition	Chilling Pointe South	Holly Ridge	1196	Route 1190	0.12 Mile Northeast Route 1190	0.12	9/19/96	11/19/96
Addition	Chilling Pointe South	Olds Terrace Court	1194	Route 1193	0.14 Mile Southeast Route 1193	0.14	9/19/96	11/19/96
Addition	Chilling Pointe South	Olds Terrace Place	1193	Route 1190	0.14 Mile Northeast Route 1190	0.14	9/19/96	11/19/96
Addition	Chilling Pointe South	Park Place	1192	Route 1190	0.23 Mile Northeast Route 1190	0.23	9/19/96	11/19/96
Addition	Chilling Pointe South	Shelter Cove	1191	Route 1190	0.05 Mile Southeast Route 1190	0.05	9/19/96	11/19/96
<b>James City</b>								
Addition	Governor's Land, Travis Pond	Travis Cross	1359	0.11 Mile Southeast Route 1358	Net Mileage Change Reported Route 1358	2.83		
Addition	Governor's Land, Travis Pond	Travis Pond Road	1358	Route 1360	Route 1351	0.24	9/10/96	11/7/96
Addition	Governor's Land, Travis Pond	Two Rivers Road	1351	Route 1358	Route 1350	0.45	9/10/96	11/7/96
Addition	Governor's Land, Travis Pond	Two Rivers Road	1350	Route 1351	Route 5	0.27	9/10/96	11/7/96
Addition	Governor's Land, Travis Pond	West Island Road	1360	0.19 Mile Southwest Route 1358	0.19 Mile Southeast Route 1358	0.38	9/10/96	11/7/96
Addition	Governor's Land, Whitaker's Island, Blocks A, B	East Island Road	1356	0.20 Mile Southwest Route 1352	Route 1352	0.20	9/10/96	11/7/96
Addition	Governor's Land, Whitaker's Island, Blocks A, B	East Whitaker Causeway	1354	0.09 Mile Southeast Route 1352	Route 1342	0.09	9/10/96	11/7/96
Addition	Governor's Land, Whitaker's Island, Blocks A, B	Sanctuary Drive	1357	Route 1356	0.08 Mile Southeast Route 1352	0.28	9/10/96	11/7/96
Addition	Governor's Land, Whitaker's Island, Blocks A, B	Smith Freeman Road	1355	Route 1352	Route 1351	0.22	9/10/96	11/7/96

**Report to the Commonwealth Transportation Board  
Abandonments and Additions to the Secondary System of State Highways**

System Change	Project/Subdivision	Street Name	Route	From	To	Length Miles	Date BOS Resolution	Effective
Addition	Governor's Land, Whitaker's Island, Blocks A, B	Wet Whitaker Cove	1333	Route 1352 South	Route 1352 North via Loop	0.23	9/18/96	11/7/96
Addition	Governor's Land, Whitaker's Island, Blocks A, B	Whitaker Island Road	1352	Route 1357	Route 1351	0.36	9/10/96	11/7/96
<b>Lowdown</b>								
Abandonment	0662-053-216, CS01- SEGMENTS 1,3	None	662	Defined in Project Sketch	Net Mileage Change Reported Defined in Project Sketch	0.21 -0.15	12/21/94	11/12/96
Abandonment	0673-053-168, CS01- SEGMENTS 1,2,3,4	None	673	Defined in Project Sketch	Defined in Project Sketch	-0.50	12/21/94	11/12/96
Abandonment	0682-053-215, M501 - SEGMENTS 1A,2	None	682	Defined in Project Sketch	Defined in Project Sketch	-0.12	12/21/94	11/12/96
Addition	0662-053-216, CS01 - SEGMENTS 4,5,6	None	662	Defined in Project Sketch	Defined in Project Sketch	0.13	12/21/94	11/12/96
Addition	0673-053-168, CS01 - SEGMENTS 5,6,7,8	None	673	Defined in Project Sketch	Defined in Project Sketch	0.60	12/21/94	11/12/96
Addition	0682-053-215, M501 - SEGMENTS 4,5,6	None	682	Defined in Project Sketch	Defined in Project Sketch	0.25	12/21/94	11/12/96
<b>Louisa</b>								
Addition	Mountain Brook	Landsaver Road	1065	Route 600	Route 1066	0.63	11/4/96	11/18/96
Addition	Mountain Brook	Magnolia Circle	1066	Route 1065	0.34 Mile Northeast Route 1065	0.24	11/4/96	11/18/96
<b>Montgomery</b>								
Addition	None	Olive Road	824	2.11 Mile Southwest Route 657	1.11 Mile Southwest Route 637	1.00	10/28/96	11/7/96
<b>Pittsylvania</b>								
Addition	Wearidge Farms	Ridgeway Drive	1692	Route 1690	Route 1691	0.77	11/4/96	11/19/96
<b>Prince William</b>								
Addition	Craborn Park Shores, Section 2	Cabin Road	1125	0.43 Mile Southeast Route 1131	Route 1138	0.43	6/4/96	11/18/96

**Report to the Commonwealth Transportation Board  
Abandonments and Additions to the Secondary System of State Highways**

03-Dec-96

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System Change	Project/Subdivision	Street Name	Route	From	To	Length Miles	Date BOS Resolution	Effective
Addition	Crabham Park Shores, Section 2	Casell Road	1143	0.10 Mile Southwest Route 1125	Route 1125	0.10	6/4/96	11/7/96
Addition	Crabham Park Shores, Section 2	Dogwood Court	1145	0.03 Mile West Route 1125	Route 1125	0.03	6/4/96	11/7/96
Addition	Crabham Park Shores, Section 2	Hemlock Point	1149	Route 1125	0.07 Mile Northeast Route 1125	0.07	6/4/96	11/7/96
Addition	Crabham Park Shores, Section 2	Hickory Court	1147	0.03 Mile South Route 1125	Route 1125	0.03	6/4/96	11/7/96
Addition	Crabham Park Shores, Section 2	Laurel Court	1141	Route 1125	0.09 Mile Northeast Route 1125	0.09	6/4/96	11/7/96
Addition	Crabham Park Shores, Section 2	Overlook Point	1146	Route 1125	0.08 Mile Northeast Route 1125	0.08	6/4/96	11/7/96
Addition	Poquonic Mills Phase 3/Shoppers Best Way	Shoppers Best Way	2344	0.39 Mile South Route 3000	0.11 Mile South Route 3000	0.28	4/19/94	11/25/96
Addition	Poquonic Mills, Phase 3	Wash Avenue	2832	0.32 Mile South Route 3000	0.13 Mile South Route 3000	0.19	4/19/94	11/26/96
Addition	Prince William, Section 2A, Part 3	Wash Avenue	2832	0.13 Mile South Route 3000	Route 3000	0.13	5/3/94	11/26/96
Addition	Snoddytown Road Asseyclance	Shoppers Best Way	2344	0.11 Mile South Route 3000	Route 3000	0.11	4/19/94	11/7/96
<b>Restroke</b> Addition	Conna Hill Estates, Section 3	Christopher Drive	767	0.50 Mile Southwest Route 688	<i>Not Available Change Reported</i> 0.27 Mile Southwest Route 688	0.24	11/19/96	11/26/96
Addition	Triple Crown Estates, Section 1	Debry Drive	1004	Route 758	Route 1003	0.08	10/22/96	11/23/96
Addition	Triple Crown Estates, Section 1	Preskness Court	1005	0.10 Mile Southwest Route 1004	Route 1004	0.10	10/22/96	11/23/96
Addition	West Salem Forest	Burley Drive	646	0.30 Mile East Route 852	0.23 Mile East Route 852	0.23	8/27/96	11/26/96
<b>Ridgely</b> Addition	Green Valley Estates	Deed Drive	1061	Route 1076	<i>Not Available Change Reported</i> Route 1077 (near intersection w/ Route 1079)	0.88		11/21/96

**Report to the Commonwealth Transportation Board  
Abandonments and Additions to the Secondary System of State Highways**

System Change	Project/Subdivision	Street Name	Route	From	To	Length Date BODS	
						Miles	Resolution Effective
Addition	Green Valley Estates	Kennedy Drive	1076	0.32 Mile Southwest Route 1077	0.04 Mile South Route 1077	0.28	10/27/96 11/21/96
Addition	Green Valley Estates	Babys Drive	1079	Route 1076	Route 1077	0.20	10/27/96 11/21/96
<b>Scott</b> Addition	None	None	897	0.82 Mile Southwest Route 630	Net Millage Change Reported 0.25 Mile Southwest Route 630	0.57	11/6/96 11/19/96
<b>Spotsylvania</b> Addition	Oakridge	Parkwood Circle	1306	Route 1305	Net Millage Change Reported	6.26	
Addition	Oakridge	Poplar Court	1307	Route 1305	0.16 Mile East Route 1303	0.16	7/23/96 11/1/96
<b>Winnington</b> Addition	Westwood Trs, Phase 2	Jennifer Drive	1507	Route 678	0.10 Mile East Route 1303	0.10	7/23/96 11/1/96
Addition	Westwood Trs, Phase 2	Jenslon Lane	1509	0.14 Mile Southwest Route 1507	Net Millage Change Reported Route 1309	0.39	
					0.13 Mile Northeast Route 1507	0.08	10/30/96 11/19/96
						0.27	10/30/96 11/19/96

12-19-96

Item 6:

Moved by Mr. Grubb, seconded by Mr. Rich, that

WHEREAS, Route 19, in Tazewell County has been altered and reconstructed as shown on the plans for Project 7019-092-101,C502; and

WHEREAS, one section of the old road is no longer necessary as a public road, the new road serving the same citizens as the old; and

WHEREAS, at its meeting on February 21, 1974, the Commonwealth Transportation Board authorized the discontinuance of said section of road as provided in Section 33.1-144 of the Code of Virginia of 1950, as amended.

NOW, THEREFORE, BE IT RESOLVED that the action at the February 21, 1974, meeting authorizing discontinuance of the aforementioned section of Route 19 in Tazewell County be rescinded.

BE IT FURTHER RESOLVED that pursuant to Section 33.1-148 of the Code of Virginia of 1950, as amended, 0.14 mile of Route 19, designated as Section 1 on the plat dated November 21, 1996, Project 7019-092-101,C502, be abandoned as a part of the State Highway System.

Motion carried.

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Item 7:

Moved by Mr. Porter, seconded by Mr. Rich, that

WHEREAS, the Commonwealth Transportation Board is authorized under Section 33.1-41.1 of the Code of Virginia, as amended, to approve payments to cities and certain towns for street maintenance purposes; and

WHEREAS, certain Principal-Minor Arterial Roads, Collector Roads and Local Streets within the corporate limits of the City of Franklin are eligible for such payment; and

12-19-96

WHEREAS, the City of Franklin has expanded its boundary by annexation effective January 1, 1996; and

WHEREAS, under the authority of Section 33.1-41.1, request is made by the City of Franklin for maintenance payments on Minor Arterial Roads and Collector Roads and Local Streets meeting the required criteria.

NOW, THEREFORE, BE IT RESOLVED that the road/street mileage eligible for quarterly payments to the City of Franklin for Minor Arterial Roads, Collector Roads and Local Streets be increased by 3.02 centerline miles. This increase is a result of additions of Minor Arterial Roads, Collector Roads and Local Streets as described on tabulation sheets numbered 1 through 2 for the City of Franklin, as functionally classified by the Transportation Planning Division dated November 13, 1996.

The tabulation sheets are on file in the Department's Urban Division.

The Minor Arterial Road additions totaling 0.29 mile increases the total mileage to 12.04 centerline miles of approved roads subject to maintenance payments effective for payment beginning January 1, 1996.

The Collector Road additions totaling 0.27 mile increases the total mileage to 5.36 centerline miles of approved roads subject to maintenance payments effective for payment beginning January 1, 1996.

The Local Street additions totaling 2.46 miles increases the total mileage to 28.13 centerline miles of approved streets subject to maintenance payments effective for payment beginning January 1, 1996.

Motion carried.

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Moved by Mr. Porter, seconded by Mr. Rich, that

WHEREAS, the Commonwealth Transportation Board is authorized under Section 33.1-41.1 of the Code of Virginia, as amended, to approve payments to cities and certain towns for street maintenance purposes; and



12-19-96

WHEREAS, certain Principal-Minor Arterial Roads, Collector Roads and Local Streets within the corporate limits of the Town of South Hill are eligible for such payment; and

WHEREAS, under the authority of Section 33.1-41.1, request is made by the Town of South Hill for maintenance payments on Local Streets meeting the required criteria.

NOW, THEREFORE, BE IT RESOLVED that the street mileage eligible for quarterly payments to the Town of South Hill for Local Streets be increased by 0.57 centerline mile. This increase is a result of additions of Local Streets as described on tabulation sheet numbered 1 through 1 for the Town of South Hill as functionally classified by the Transportation Planning Division dated October 10, 1996.

The tabulation sheet is on file in the Department's Urban Division.

The Local Street additions totaling 0.57 mile increases the total mileage to 23.75 centerline miles of approved streets subject to maintenance payments effective for payment beginning July 1, 1997.

Motion carried.

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12-19-96

Item 8:

Moved by Mr. Porter, seconded by Mr. Grubb,  
that

WHEREAS, in connection with Route 17A, State Highway Project 7017-131-101, RW-201, the Commonwealth acquired certain lands from Isaiah Brown, Jr. and Ella May Brown, his wife, by instrument dated March 20, 1975, recorded in Deed Book 1707, Page 258, in the Office of the Clerk of the Circuit Court of the City of Chesapeake; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the lands containing 1.38 acres, more or less, and lying between Station 34+10 (Relocated Route 656 centerline) and Station 41+59 (Relocated Route 656 centerline), was acquired incidental to the construction, reconstruction, alteration, maintenance and repair of Route 656 and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the Secondary System of State Highways; and

WHEREAS, said lands were acquired for the relocation of Route 656; and

WHEREAS, relocated Route 656 was never constructed and never taken into the Secondary System of State Highways; and

WHEREAS, the adjacent landowner has requested that the surplus lands be conveyed.

NOW, THEREFORE, in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said lands, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the lands for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

Motion carried.

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12-19-96

Moved by Mr. Porter, seconded by Mr. Grubb,  
that

WHEREAS, in connection with Route 17, State Highway Project 6017-036-104, RW-201, the Commonwealth acquired certain lands from Claude H. Kemp, a.k.a. Claudius H. Kemp and Alice E. Kemp, a.k.a. Elizabeth Kemp, by deed dated November 24, 1970, recorded in Deed Book 159, Page 300, from William G. Minor by instrument dated January 12, 1971, recorded in Deed Book 159, Page 448, and from John A. Meredith and Grace G. Meredith by deed dated August 24, 1971, recorded in Deed Book 162, Page 509. These instruments are recorded in the Office of the Clerk of the Circuit Court of Gloucester County; and

WHEREAS, the lands were acquired for the construction of Frontage Road F-688 as shown on the plans for Route 17, Project 6017-036-104, RW-201; and

WHEREAS, Frontage Road F-688 now serves only one property owner, its function to provide access is no longer necessary and it has been deleted from the system; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the lands containing 0.884 acre, more or less, and lying northwest of and adjacent to the northwest right of way line of Route 17, from a point approximately 58 feet opposite approximate Station 595+06 (Route 17 southbound lane centerline) to a point approximately 78 feet opposite approximate Station 603+87 (Route 17 southbound lane centerline), and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHEREAS, the adjacent landowner has requested that the surplus lands be conveyed.

12-19-96

NOW, THEREFORE, in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said lands, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the lands for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

Motion carried.

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Moved by Mr. Porter, seconded by Mr. Grubb,  
that

WHEREAS, in connection with Route 460, State Highway Project 0460-013-101, RW-208, the Commonwealth acquired certain lands from Ord Wade and Lucy V. Wade, by instrument dated December 28, 1966, recorded in Deed Book 177, Page 145, in the Office of the Clerk of the Circuit Court of Buchanan County; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the lands containing 0.04 acre, more or less, and lying south of and adjacent to the south right of way line of Route 460, from a point approximately 58 feet opposite approximate Station 1051+40 (Route 460 office revised centerline) to a point approximately 58 feet opposite approximate Station 1052+12 (Route 460 office revised centerline), was acquired incidental to the construction, reconstruction, alteration, maintenance and repair of Route 460 and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHEREAS, the adjacent landowner has requested that the surplus lands be conveyed.

12-19-96

NOW, THEREFORE, in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said lands, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the lands for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

Motion carried.

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Moved by Mr. Porter, seconded by Mr. Grubb,  
that

WHEREAS, in connection with Route 657, State Highway Project 0657-042-169, C-501, the Commonwealth acquired certain lands from W. H. Leachman, Sr., et al, by instrument dated May 3, 1973, recorded in Deed Book 350, Page 747, in the Office of the Clerk of the Circuit Court of Hanover County; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the lands containing 0.54 acre, more or less, and lying south of and adjacent to the south right of way line of Route 657, from a point approximately 65 feet opposite approximate Station 41+85 (Route 657 centerline) to a point approximately 60 feet opposite approximate Station 42+60 (Route 657 centerline), was acquired incidental to the construction, reconstruction, alteration, maintenance and repair of Route 657 and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the Secondary System of State Highways; and

WHEREAS, the adjacent landowner has requested that the surplus lands be conveyed.

12-19-96

NOW, THEREFORE, in accordance with the provisions of Section 33.1-154 of the Code of Virginia (1950), as amended, the conveyance of the said lands, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the lands for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

Motion carried.

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Item 9:

Moved by Mr. Roudabush, seconded by Mr. Rich, that the Board approve the bids received October 29, November 12, November 21, November 26, and December 6, 1996, listed for award on the attached sheets numbered 10 A through 10 U and authorize execution of contracts by the Deputy Commissioner or Chief Engineer, and approve rejection of those bids listed for rejection and authorize readvertisement.

Motion carried.

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# BID RESULTS

NOVEMBER 26, 1994

Job Des.	Project No:	Ric. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
1 302-86A	0095-100-VALLEY CONSTRUCTION FUND	2-09	2-45 east Potomac Ex.	AWARD	CORMAN CONSTRUCTION, INC. ANNAPOLIS JUNCTION, MD.	4	\$5,614,360.00

INTERSTATE

CITY OF ALEXANDRIA  
Misc. Repairs on Woodrow Wilson  
Mem. St.

Awarded / Estimated Project @ \$5,614,360.00

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	R.C. No.	Project No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
1 297-96A	7113	6027-013-124C290, 8429-0650-1061-10662, 6027-013-124C291 CONSTRUCTION FUNDS	From: 140.00 M.E. Park Emman Rd. To: 96.88 M.E. Cardinal Park Dr. APND From: 177.00 M.S. Sycamore Rd. To: 155.00 M.N. Sycamore Rd. LOUISIANA CO. 3.259 KM Grade, Drain, App. Pave., Jacks, Signs, Signals, Pave. Marks, Curb, Dents of Bridge, Res. Walks, 1 New Br., 2 Deck Repairs, Walk & 1 Superstar Replace. Walk.	AWARD	SHIRLEY CONTRACTING CORP. LORTON, VA.	10	\$11,780,156.34
2 271-96A	10	0015-020-129-14501 CONSTRUCTION FUNDS	From: Whitepine Jct. To: Courthouse Rd. Jct. CHESTERFIELD CO.	AWARD	APAC-VIRGINIA, INC. RICHMOND, VA	1	\$498,266.30
3 295-96A	228	0228-025-104C291, 8403-064-1062 CONSTRUCTION FUNDS	From: Hamilton Corp. Limits To: Rte. 7 RAUPOX CO. 2.040 MI. Walk; Grade, Drain, Signals, S.W. R., Utility, App. Pave. & Drain. Str. (3)	AWARD	MOORE BROS. CO., INC. VERONA, VA.	8	\$8,626,930.75
4 296-96A	220	0229-006-105-14501 CONSTRUCTION FUNDS	From: Rte. 621 To: Rte. 621 WATTS CO. 0.360 MI. Grade, Drain & App. Pave.	AWARD	P. CLAYTON FLECKER & SONS, INC. MILLBORD, VA.	4	\$351,670.55



# BID RESULTS

NOVEMBER 26, 1996

Job Desc.	Project No:	Ric. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
5	299-86A 0024-076-111(CS01) 0028-152-PM(CS01) CONSTRUCTION FUNDS	25	From: 0.164 MI. S. of 2673 Manassas Park To: 8.073 MI. N. of NCL Prince William Co. PRINCE WILLIAM CO., VA CITY OF MANASSAS PARK 0.551 MI. Road WMA; Classic, Drain, Signage, Util. & Landscaping	AWARDED	FORT MYER CONSTRUCTION CORPORATION WASHINGTON, DC.	6	\$3,186,121.15
6	372B 450-97-RSE-301 CONSTRUCTION FUNDS	199	From: 0.60 MI. E. Cahalo Pkwy (Unimproved) To: 0.55 MI. W. State Rte. 657 (Nonsuch Rd.) JAMES CITY CO. Slope Restoration - Grub, Staking & Inlets.	AWARDED	BRYANT CONTRACTING, INC. TOANO, VA	3	\$186,002.50

Awarded 6 Primary Projects @ \$24,662,548.39

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No:	Rto. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
1 130-968	0603-994-173-M201 CONSTRUCTION FUNDS	603	From: R 26 MI. E. Int. Rte. 646 To: R 21 MI. W. Int. Rte. 1647  YORK CO. 0.794 MI. Gravel, Drain, Asp. Pave., Lifts, & Inside	AWARD	JACK L. MASSIE, CONTRACTOR, INC. WILLIAMSBURG, VA.	5	\$684,137.98
2 265-968	9999-137-255-M201, M452 CONSTRUCTION FUNDS	9999	M4501 From: Warner St. To: Rte. 220 (Bus.) AND M552 From: R 17 MI. E. State St. To: Warner St.  TOWNSHIP ROCKY MOUNT 0.832 MI. Gravel, Drain, Pave. & Inside	AWARD	BRANCH HIGHWAYS, INC. RUANOKE, VA.	3	\$1,037,037.78
3 373-96A	0428-014-195-M301, M430 CONSTRUCTION FUNDS	628	From: Rte. 632 To: Rte. 60  BUCKINGHAM CO. 1.31 MI. Gravel, Drain, Asp. S.T. Pave. & Dr.	AWARD	DONALD H. SELVAGE, INC. AMHERST, VA.	6	\$440,772.75
4 274-96A	2646-063-M1-N201 CONSTRUCTION FUNDS	646	From: Rte. 96 To: R 8 MI. N. Int. Rte. 624  NELSON CO. 2.195 MI. Gravel, Drain & Asp. S.T. Pave.	AWARD	D. S. NASH CONSTR. CO. APPOMATTOX, VA.	4	\$465,612.00

# BID RESULTS

NOVEMBER 26, 1986

Job Des.	Project No.	Ric. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
275-86A	0652-530-P72-M001; 0652-081-P72-M001 CONSTRUCTION FUNDS		From: W. Mt. Rd. 460 To: E. Mt. Rd. 460  TOWN OF WALKERFIELD & SUSSEX CO. 0.728 MI. Grads. Drain & App. S.T. Peak	AWARD	BISHOP & SETTLE CONSTR. CO., INC. ALBERTA, VA.	7	\$173,481.00
276-86A	0631-092-315-D501 CONSTRUCTION FUNDS	633	From: 0.124 MI. N. Mt. Rd. 431 & 877 To: 0.07 MI. E. Mt. Rd. 639 S.	AWARD	J & J CONTRACTORS, INC. VANSANT, VA.	8	\$1,247,885.85
277-86A	0634-056-175-C501, 8637-D638 CONSTRUCTION FUNDS	634	TADSWELL CO. 1.643 MI. Grads. Drain, Pave-Maint., Ditch, Srv. & Demos. of Bldg.  From: 0.277 MI. W. of Peak Rd To: 0.303 MI. E. of Dark Rd  MADISON CO.	AWARD	L. F. FRANKLIN & SONS, INC. STEPHENSON, VA.	4	\$757,498.25
278-86A	STP-604-788U  0674-017-P56-M002 CONSTRUCTION FUNDS	672	0.697 MI. Grads. Drain, Ditch, Srv. & Srv.  To: Mt. Rd. 694  CROCHLAND CO. 0.833 MI. Grads. Drain & App. S.T. Peak	AWARD	BISHOP & SETTLE CONSTR. CO., INC. ALBERTA, VA.	6	\$190,852.25

SECONDARY

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Rte. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
9	281-96A	0657-310-147-0281	607 From: 0.81 MI. W. Rte. 1019 CONSTRUCTION FUNDS	AWARD	EARTHWORKS LEASING CO., INC. T/A EARTHWORKS, INC. GLEN ALLEN, VA.	3	\$285,095.40
			To: 0.295 MI. Rte. 1019 TOWN OF TAPPALANNOCK 0.264 MI. Grade, Drain. App. Perm. & Locals.				
10	281-96A	0691-089-150-14003	691 From: 1.534 MI. N. Int. Rte. 17 CONSTRUCTION FUNDS	AWARD	K. L. RIDER & COMPANY WARRENTON, VA.	4	\$247,556.63
			To: Int. Rte. 612 STAFFORD CO. 0.118 MI. Grade, Drain. & App. 37. Perm.				
11	281-96A	0689-018-138-14510	602 From: Int. Comm. Rte. 618 CONSTRUCTION FUNDS	AWARD	BISHOP & SETTLE CONSTR. CO., INC. ALBERTA, VA.	7	\$471,640.19
			To: Int. Rte. 618 CHARLES CITY CO. 1.174 MI. Grade, Drain. & App. Perm.				
12	281-96A	0706-146-284-14581	794 From: 0.299 MI. W. Int. Rte. 1005 CONSTRUCTION FUNDS	AWARD	ABERNATHY CONSTR. CORP. GLEN ALLEN, VA.	4	\$1,564,749.36
			To: Int. Rte. 1005 RILEY OP WRIGHT CO. 0.289 MI. Grade, Drain. App. Perm. Rollways & Dr.				

# BD RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Ric. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
13 285-96A	0664-02-4931-N500 CONSTRUCTION FUNDS	661	From 1.67 MI. E. Rte. 600 To: Rte. 602  RUSSELL CO. 0.630 MI. Gravel, Drain, Sub. & App. Pave.	AWARD	MAC CONSTRUCTION, INC. OAKWOOD, VA.	10	\$152,202.00
14 289-96A	0516-013-192-N502 CONSTRUCTION FUNDS	616	From 1.00 MI. E. Rte. 636 To: 2.00 MI. E. Rte. 636  BUCHANAN CO. 1.04 MI. Gravel, Drain & App. S.T. Pave.	AWARD	MAC CONSTRUCTION, INC. OAKWOOD, VA.	6	\$172,934.32
15 290-96A	0523-072-236-N501 CONSTRUCTION FUNDS	923	From: Rte. 26 To: 0.57 MI. N. Rte. 28  LEE CO. 0.57 MI. Gravel, Drain & App. Pave.	AWARD	ELK KNOB, INC. PENNINGTON GAP, VA.	5	\$193,201.84
16 292-96A	1103-198-440-N501 CONSTRUCTION FUNDS	1203	From Rte. 1106 To: 0.060 MI. N. Rte. 1116  TOWN OF COBBURN 0.060 MI. Gravel, Drain & App. Pave.	AWARD	ELK KNOB, INC. PENNINGTON GAP, VA.	7	\$67,371.37

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Run. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
17 201-96A	0667-023-415 NSH CONSTRUCTION FUNDS	667	Trans. Rte. 80  To: R.13 MI. E. Rte. 80  DICKENSON CO. 0.130 MI. W. of Code: Davis, Sisk. & Asp. Pkwy.	AWARD	LITTLE HENRY'S EXCAVATING & PAVING, INC. POUND, VA.	6	\$107,266.66
18 201-96A	0641-083-900 CONSTRUCTION FUNDS	641	Trans. Rte. 637  To: 1.21 MI. S. Rte. 637  RUSSELL CO. 1.210 MI. South, Davis, Asp. Pkwy. & 1/4 mi.	AWARD	J & J CONTRACTORS, INC. YANSAINT, VA.	7	\$298,864.57
19 301-96A	0649-033-268 R449 CONSTRUCTION FUNDS	649	Rte. 669 over Norfolk & Western Railroad  FRANKLIN CO. Br. & Approaches	AWARD	HAYMES BROS., INC. CHATHAM, VA.	8	\$348,851.84
20 301-96B	0628-073-184 NSH CONSTRUCTION FUNDS	628	Trans. Rte. 13  To: 0.34 MI. W. Rte. 13  PRINCE EDWARD CO. Wilson & Crowley for Industrial Access	AWARD	WATTS CONTRACTORS, INC. RABBITVILLE, VA.	3	\$199,303.00

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No:	Ric. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
21 3727	0669-05-P06ANS01 CONSTRUCTION FUNDS	660	From: 0.85 MI. S. Rte. 709 To: Rte. 704  LOUISIANA CO. 0.85 MI. W. V. Van. Depot Area, Basic Murf. Ty. I, No. 31A w/BL. S.E., Ty. D Surf., Gravel, Drain & Leeches.	AWARD	EARTHWORKS LEASING CO., INC. T/A EARTHWORKS, INC. GLEN ALLEN, VA.	5	\$215,183.75
22 3730	0663-07-P02ANS01 D566 CONSTRUCTION FUNDS	663	From: 1.30 MI. S. Rte. 704 To: Rte. 704  PULASKI CO. 1.30 MI. Gravel, Drain, Pipe, & Leeches.	AWARD	H. B. ROWE & CO., INC. MOUNT AIRY, NC.	6	\$335,990.31
23 3733	1050-011-5600; 1055-011-5605; 1056-011-5600 CONSTRUCTION FUNDS 1056	1050, 1055 & 1056	Various Locations  BOYDE COUNTY CO. 0.98 MI. Gravel, Drain, Pipe, & Leeches.	AWARD	ROBERTSON-FOWLER CO. BUCHANAN, VA.	4	\$344,531.57
24 3734	0635-044-P06ANS01; 0643-044-P06ANS03 CONSTRUCTION FUNDS	635 & 643	Various Locations  HENRY CO. 1.19 MI. Sandstone & Slur. Tennessee	AWARD	SOWERS CONSTRUCTION CO., INC. MT. AIRY, NC.		\$62,292.90

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Ric. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
25 775	8638-009-761.154 CONSTRUCTION FUNDS	638	Princ. Rte. 122 To Rte. 640  BEDFORD CO. 0.70 MI. Const. Drain, Pavc. & Inlets.	AWARD	LAUGHON AND JOHNSON, INC. BEDFORD, VA.	7	\$180,900.25
26 3737	0611-060-760.1501 CONSTRUCTION FUNDS	611	Princ. Rte. 454 To I. I. MI. S. Rte. 461  PAGE CO. 0.85 MI. Recovr. & Surf. Treat. New Hardsurf. Road	AWARD	J & P CONSTR. CO., INC. HILLSVILLE, VA.	6	\$229,037.40
27 272-96A	0620-062-743.1501 CONSTRUCTION FUNDS	620	Princ. Rte. MI. W. Rte. 617 To: 6.40 MI. W. Rte. 629  NELSON CO. 0.54 MI. Const. Drain & App. S.T. Pavc.	REJECT	ALLIED CONSTR. CO., INC. AMHERST, VA.	3	\$263,952.35
28 259-96A	0616-074-134.1562 CONSTRUCTION FUNDS	616	Princ. 0.009 KM W. Loc. Rte. 848 To: 1.384 KM E. Rte. 835  PRINCE GEORGE CO. 2.300 KM Const. Drain & App. Pavc.	REJECT	BISHOP & SETTLE CONSTR. CO., INC. ALBERTA, VA.	4	\$581,456.19

SECONDARY



# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No:	Rtc. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
27 291-96A	0629-786-241, M291 CONSTRUCTION FUNDS	629	From: Rte. 616 To: 0.701 MI. N. Rte. 616  POTTSYLVANIA CO. 0.701 MI. Realignment & Rebuild Inc Includes Grads, Drain & Apts S.T. Proc.	REJECT	WILLIAM A. HAZEL, INC. CHANTILLY, VA.	5	\$414,333.00

Awarded 16 Secondary Projects @ \$10,854,190.50 & Rejected 3 @ \$1,259,743.54

# BID RESULTS

NOVEMBER 26, 1996

Job Desc.	Project No:	Rte. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
1 297/06A	CRAD-943-10-JAS91; CRAD-943-10-JAS92 CONSTRUCTION FUNDS	Var.	Various Locations	AWARD	KIRK-NEAL, INC. QUINCY, VA.	6	\$423,204.70
	NR-943-30017; NR-943-30023		LYNCHBURG DISTRICT Overhead Upgrade				
3 3132	29-4003-3601 CONSTRUCTION FUNDS	Var.	Various Locations	AWARD	THE RIBOTHEHS SIGNAL COMPANY, INC. LEESBURG, VA.	2	\$131,693.05

FABRYK CO.  
Signal & Misc Traffic Upgrade

Accumulated Miscellaneous Projects @ \$981,119.75

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Rte. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
<b>ASPHALT SURFACE TREATMENT</b>							
1	312-96A	Var.	Various Locations BILSTON DISTRICT Asphalt Surface Treatment	AWARD	ADAMS CONSTR. COMPANY ROANOKE, VA.	4	\$899,930.91
2	312-96A	Var.	Various Locations BILSTON DISTRICT Asphalt Surface Treatment	AWARD	W-L CONSTR. & PAVING, INC. CHILHOWIE, VA.	3	\$1,390,191.82
3	313-86A	Var.	Various Locations BILSTON DISTRICT Asphalt Surface Treatment	AWARD	WHITERHURST PAVING COMPANY, INC. RICHMOND, VA.	3	\$1,231,245.29
<b>SALFORD DISTRICT</b>							
4	313-86A	Var.	Various Locations SALFORD DISTRICT Asphalt Surface Treatment	AWARD	ADAMS CONSTR. COMPANY ROANOKE, VA.	2	\$668,882.87

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# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Rte. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
5	314-96A	Var. ALT.1 (C-31 & C-32) MAINTENANCE FUNDS	Various Locations  LYNCHBURG DISTRICT Asphalt Surface Treatment	AWARD	WHITEHURST PAVING CO., INC. RICHMOND, VA	5	\$1,206,012.37
6	314-96A	Var. ALT.2(C-33) & C-33) MAINTENANCE FUNDS	Various Locations  LYNCHBURG DISTRICT Asphalt Surface Treatment	AWARD	WHITEHURST PAVING CO., INC. RICHMOND, VA	3	\$1,339,962.96
7	315-96A	Var. ALT.1 (C-41,C-42 & C-43) MAINTENANCE FUNDS	Various Locations  LYNCHBURG DISTRICT Asphalt Surface Treatment	AWARD	B. P. SHORT & SON PAVING CO., INC. PETERSBURG, VA.	2	\$1,301,259.87
8	315-96A	Var. ALT.2 (C-44,C-45 & C-46) MAINTENANCE FUNDS	Various Locations  RICHMOND DISTRICT Asphalt Surface Treatment	AWARD	PAYNE PAVING CO., INC. SCOTTSVILLE, VA.	2	\$667,046.56

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Rte. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bl
<b>ASPHALT SURFACE TREATMENT</b>							
9	315-96A	ALT.1 (C-51 & C-53) MAINTENANCE FUNDS	Var. Various Locations  SUFFOLK DISTRICT Asphalt Surface Treatment	AWARD	WHITEHURST PAVING CO., INC. RICHMOND, VA	3	\$974,446.09
10	315-96A	ALT.2 (C-52 & C-55) MAINTENANCE FUNDS	Var. Various Locations  SUFFOLK DISTRICT Asphalt Surface Treatment	AWARD	H. P. SHORT & SON PAVING CO., INC. PETERSBURG, VA.	1	\$788,633.29
11	317-96A	ALT.1 (C-61 & C-62) MAINTENANCE FUNDS	Var. Various Locations  FREDERICKSBURG DISTRICT Asphalt Surface Treatment	AWARD	PAVING CONTRACTORS, INC. VILLAGE, VA.	2	\$899,319.85
12	317-96A	ALT.2 (C-63 & C-64) MAINTENANCE FUNDS	Var. Various Locations  FREDERICKSBURG DISTRICT Asphalt Surface Treatment	AWARD	PAVING CONTRACTORS, INC. VILLAGE, VA.	2	\$632,721.20

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# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No.	Ric. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
13	314-96A	ALT.1(C-71 & C-72) MAINTENANCE FUNDS	Var. Various Locations  CULPEPER DISTRICT Asphalt Surface Treatment	AWARD	PAYNE PAVING CO., INC. SCOTTSDALE, VA.	2	\$911,963.13
14	314-96A	ALT.2 (C-71 & C-74) MAINTENANCE FUNDS	Var. Various Locations  CULPEPER DISTRICT Asphalt Surface Treatment	AWARD	PAYNE PAVING CO., INC. SCOTTSDALE, VA.	3	\$787,170.63
15	314-96A	ALT.1 (C-81 & C-83) MAINTENANCE FUNDS	Var. Various Locations  CULPEPER DISTRICT Asphalt Surface Treatment	AWARD	WALTERBURST PAVING COMPANY, INC. RICHMOND, VA.	2	\$795,453.89
16	314-96A	ALT.2 (C-31C-84 & C-85) MAINTENANCE FUNDS	Var. Various Locations  STANTON DISTRICT Asphalt Surface Treatment	AWARD	ADAMS CONSTR. COMPANY BOANOCKE, VA.	2	\$691,599.47

# BID RESULTS

NOVEMBER 26, 1996

Job Des.	Project No:	Rtc. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
17 30-MA	ALT. 11C-A1C-A2 C-431 MAINTENANCE FUNDS	R	Var. Various Locations	AWARD	WATERNURST PAVING COMPANY, INC. RICHMOND, VA.	1	\$702,690.15

## ASPHALT SURFACE TREATMENT

NOVA DISTRICT  
Asphalt Surface Treatment

Awarded 17 Alternate Surface Treatment Schedule @ \$11,033,190.69

# BID RESULTS

BIDS RECEIVED BY CITY OF HAMPTON

NOVEMBER 12, 1996

Job Des.	Project No:	Rib. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
	URB-114-VILLAGE CONSTRUCTION FUNDS		Near North King Street & Wood Road/Archer Ave.	AWARDED	BASIC CONSTRUCTION COMPANY NEWPORT NEWS, VA	9	\$279,906.00

**URBAN**

CITY OF HAMPTON

Charles Pearson Justice Parking Lot

CM-5403704



# BID RESULTS

BIDS RECEIVED BY CITY OF HAMPTON

NOVEMBER 21, 1996

Job Det.	Project No:	Ris. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
1	1000-144-000-BIS CONSTRUCTION FUNDS		Pondosa Parkway  CITY OF HAMPTON Replace existing bridge with new Timber Bridge	AWARD	T. J. CROOKS, INC. VIRGINIA BEACH, VA	4	\$99,247.00

URBAN

# BID RESULTS

BIDS RECEIVED BY CITY OF NEWPORT NEWS

OCTOBER 29, 1996

Job Des.	Project No.	Rte. No.	Location and Work Type	RECOMMENDATION	Contractor	No. of Bids	Bid
1 M19-95 A	ENR9-121-VIACSM CONSTRUCTION PHASE		Worlds Reborn in Hibernia Village	AWARD	R. W. ASKEW NURSERIES, INC. SUFFOLK, VA	3	\$6,185.00

**MISCELLANEOUS**

CITY OF NEWPORT NEWS  
Landscaping

TEA-903(46)

# BID RESULTS

## BIDS RECEIVED BY CITY OF MANASSAS

DECEMBER 6, 1996

Job Des.	Project No:	Rte. No:	Location and Work Type	RECOMMENDATION	Contractor	No. of	Bid
1	EW93-155-V18(C30) CONSTRUCTION FUNDS		<p>Railroad Station</p> <p>CITY OF MANASSAS Rehabilitation of Railroad Station</p>	AWARD	MAX CONTRACTING, INC. ALEXANDRIA, VA	3	\$194,120.00

MISCELLANEOUS

12-19-96

Item 10:

Moved by Mr. Byrd, seconded by Mr. Lee, that

WHEREAS, in accordance with the Federal Metropolitan Planning Regulations, the Department has determined that in order to perform a complete and comprehensive study of the Northeast Quadrant of the Fredericksburg Outer Connector Corridor, it is necessary to supplement its staff; and

WHEREAS, in accordance with Department policy and State procurement procedures, a firm proposal has been received from Post, Buckley, Schuh and Jernigan, Inc. for said services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and are set forth in the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the execution of the Agreement with the firm of Post, Buckley, Schuh and Jernigan, Inc., which establishes a maximum total compensation not to exceed \$596,154.34.

Motion carried.

\*\*\*

Moved by Mr. Byrd, seconded by Mr. Lee, that

WHEREAS, in accordance with its needs and schedules for implementing its program objectives, the Department has determined that in order to perform the necessary activities, it is necessary to supplement its staff to meet those objectives for providing survey, complete right of way and construction roadway plans, sign, signal, lighting and pavement marking plans for one additional southbound lane for Route 1. The ultimate design of seven lanes, three northbound and four southbound with appropriate turn lanes is to be designed and taken through the right of way stage for Project 0001-029-F20, PE-101 in Fairfax County; and

12-19-96

WHEREAS, in accordance with Department policy and State procurement procedures, a firm proposal has been received from Louis Berger & Associates, Inc., for said services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and is set forth in the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the execution of the Agreement with the firm of Louis Berger & Associates, Inc., which establishes a compensation of \$695,588.04 for services and expenses, plus a net fee of \$45,841.75, making the maximum total compensation not to exceed \$741,429.79.

Motion carried.

\*\*\*

Moved by Mr. Byrd, seconded by Mr. Lee, that

WHEREAS, in accordance with its needs and schedules for implementing its program objectives, the Department has determined that in order to perform the necessary activities, it is necessary to supplement its staff to meet those objectives for geotechnical (borings and analysis), complete right of way plans and complete survey for the reconstruction of a two-lane facility to a four lane facility for Project 0221-080-108, PE-101, in Roanoke County; and

WHEREAS, in accordance with the Department policy and State procurement procedures, a firm proposal has been received from Wiley and Wilson, for said services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and is set forth in the Memorandum of Agreement.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the execution of the Agreement with the firm of Wiley and Wilson which establishes a compensation of \$903,193.00 for services and expenses, plus a net fee of \$45,796.00, making the maximum total compensation not to exceed \$948,989.00.

Motion carried.

\*\*\*

Item 11:

Moved by Mr. Newcomb, seconded by Mrs. Lionberger, that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and design Public Hearing was held in the Chalkley Elementary School in Chesterfield County, Virginia, on August 21, 1996, between 5:00 p.m. and 7:00 p.m. for the purpose of considering the proposed location and major design features of the Walmsley Boulevard/Turner Road intersection from 0.18 mile (0.285 km) west of intersection Turner Road (Route 650) to 0.13 mile (0.209 km) east of intersection Turner Road (Route 650) in Chesterfield County, State Project 0647-020-278, PE101, RW201, C501; Federal Project CM-5127(288); and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers, with consideration of the conclusions drawn through the studies to provide sound barriers and traffic signals based on updated traffic analysis in the final design phase.

Motion carried.

\*\*\*

Moved by Mr. Newcomb, seconded by Mrs. Lionberger, that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in the Kinsale Fire Department in the community of Kinsale, Virginia, on Tuesday, September 10, 1996, between 4:00 p.m. and 7:00 p.m. for the purpose of considering the proposed location and major design features of Route 202 from 0.51 mile (0.830 km) south Westmoreland County Line at Hampton Hall Creek to 0.19 mile (0.310 km) north Northumberland County Line at Hampton Hall Creek in Northumberland and Westmoreland Counties, State Project 0202-066-V02, PE-101, RW-201, C-501 and 0202-096-V06, PE-101, RW-201, C-501, B-603; Federal Project BR/STP-202-6( ); and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers, with modifications in the final design phase to design the proposed bridge with a shift in alignment and the addition of a span to keep the piers out of the boat channel and removal of the wooden piles from the previous bridge.

Motion carried.

\*\*\*

Moved by Mr. Newcomb, seconded by Mrs. Lionberger, that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in the North Stafford High School in Stafford, Virginia, on Wednesday, August 21, 1996, between 4:00 p.m. and 8:00 p.m. for the purpose of considering the proposed location and major design features of Route 610, Garrison Road, from 0.42 mile east of Route 643 to 3.80 miles west of Interstate 95, in Stafford County, State Project 0610-089-167, C-505; Federal Project STP-610-6 ( ); and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.



12-19-96

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers, with modifications in the final design phase to:

- \* Provide an entrance and a right turn lane in to the Mount Ararat Baptist Church property in exchange for donated right of way;
- \* Provide a crossover at Keystone Drive;
- \* Alter proposed crossover at approximate 375+50 station to provide left turn movement for the Woodleigh subdivision;
- \* Provide an entrance to the Bellino property from Furnace Road; and
- \* Replace the temporary silt pond with temporary rock check dam to reduce damages to the Bellino property.

Motion carried.

\*\*\*

Moved by Mr. Newcomb, seconded by Mrs. Lionberger, that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in the Virginia Tech Center in Frederick County, Virginia, on Tuesday, September 3, 1996, between 4:00 p.m. and 7:00 p.m. for the purpose of considering the proposed location and major design features of Route 628, from 0.15 mile north of intersection Route 631 to 0.60 mile south of intersection Route 732 in Frederick County; State Project 0628-034-142,C-501; and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers, with consideration given in the final design phase to the relocation of the Relief School if feasible.

Motion carried.

\*\*\*

Moved by Mr. Newcomb, seconded by Mrs. Lionberger, that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in the Altavista Town Hall, in the Town of Altavista, Virginia, on Thursday, September 12, 1996, between 4:00 p.m. and 6:00 p.m. for the purpose of considering the proposed location and major design features of Route 640, Ward Road, from 0.27 mile north of the Campbell/Pittsylvania County Line to 0.71 mile south of the Campbell/Pittsylvania County Line, in Campbell and Pittsylvania Counties, State Project 0640-015-175,C-501; 0640-015-176,B-631; 0640-071-209,C-501; Federal Project BR08-015-3 ( ); and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers, with modification in the final design phase to revise the current design to raise the grade of the Routes 640/633 intersection to minimize the impact of flooding.

Motion carried.

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Item 12:

Moved by Mr. Porter, seconded by Mr. Grubb, that

WHEREAS, Section 33.1-221 of the Code of Virginia provides a fund to "...be expanded by the Board for constructing, reconstructing, maintaining or improving access roads within counties, cities, and towns to industrial sites on which manufacturing, processing or other establishments will be built under firm contract or are already constructed and to licensed, public-use airports; " and

WHEREAS, the Greene County Board of Supervisors has, by appropriate resolution, requested Industrial Access Funds to serve the Greene County Industrial Park, located in Greene County, and said access is estimated to cost \$354,000; and

WHEREAS, it appears that this request falls within the intent of Section 33.1-221 and complies with the provisions of the Commonwealth Transportation Board's policy on industrial access.

NOW, THEREFORE, BE IT RESOLVED that \$327,000 (\$300,000 unmatched and \$27,000 matched) of the 1996-97 Fiscal Year Industrial, Airport and Rail Access Fund be allocated to provide adequate access to the Greene County Industrial Park, located in Greene County, Project 0690-039-153, M501, contingent upon:

1. all necessary right of way, environmental assessments, and utility adjustments being provided at no cost to the Commonwealth;
2. the execution of an appropriate contractual agreement between the County of Greene (County) and the Virginia Department of Transportation (VDOT), to provide for the design, administration, construction, and maintenance of this project;
3. the payment of all ineligible project costs, and of any eligible project costs in excess of this allocation, from sources other than those administered by VDOT;

12-19-96

4. the provision of an appropriate bond or other acceptable surety device by the County to VDOT, not to expire before January 19, 2000. Such surety device shall provide for reimbursement to VDOT of any expenses incurred by the Industrial, Airport and Rail Access Fund for this project's construction not justified by the eligible capital outlay of industries served by the project. If, by December 19, 1999, qualified industry has not expended at least \$3,540,000 of eligible capital outlay on parcels served exclusively by this project, then an amount equal to 10% of up to \$3,000,000 and 5% of between \$3,000,000 and \$3,540,000 of eligible capital outlay will be credited toward the project's allocation. This surety may be released at an earlier date if qualified industry, with an expenditure of at least \$3,540,000 in eligible capital outlay, is constructed on an eligible parcel;

5. provision by the County of the required \$27,000, in matching funds; and

6. VDOT determining eligible capital outlay in accordance with current policy and procedure.

Motion carried.

\*\*\*

Moved by Mr. Porter, seconded by Mr. Grubb, that

WHEREAS, Section 33.1-221 of the Code of Virginia provides a fund to "...be expended by the Board for constructing, reconstructing, maintaining or improving access roads within counties, cities, and towns to industrial sites on which manufacturing, processing or other establishments will be built under firm contract or are already constructed and to licensed, public-use airports; " and

WHEREAS, the Greensville County Board of Supervisors has, by appropriate resolution, requested Industrial Access Funds to serve Bravo Romeo, Inc. located in Greensville County, and said access is estimated to cost \$73,300; and

WHEREAS, it appears that this request falls within the intent of Section 33.1-221 and complies with the provisions of the Commonwealth Transportation Board's policy on industrial access.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that \$73,300 of the 1996-97 Fiscal Year Industrial, Airport and Rail Access Fund be allocated to provide adequate access to Bravo Romeo, Inc., located in Greensville County, Project 0735-040-188, M501, contingent upon:

1. all necessary right of way, environmental assessments, and utility adjustments being provided at no cost to the Commonwealth; and
2. the execution of an appropriate contractual agreement between the County of Greensville (County) and the Virginia Department of Transportation (VDOT), to provide for:
  - a. the design, administration, construction and maintenance of this project;
  - b. the payment of all ineligible project costs, and of any eligible project costs in excess of this allocation, from sources other than those administered by VDOT;
  - c. VDOT determining eligible capital outlay in accordance with current policy and procedure; and
3. provision of documentation of eligible capital outlay by the industry.

Motion carried.

\*\*\*

Moved by Mr. Porter, seconded by Mr. Grubb, that

WHEREAS, Section 33.1-221 of the Code of Virginia provides a fund to "...be expended by the Board for constructing, reconstructing, maintaining or improving access roads within counties, cities and towns to industrial sites on which manufacturing, processing or other establishments will be built under firm contract or are already constructed and to licensed, public-use airports;" and

WHEREAS, the Frederick County Board of Supervisors has, by appropriate resolution, requested Industrial Access Funds to serve Astel Enterprises, Inc., located in the Eastgate Commerce Center, off Route 642 in Frederick County, and said access is estimated to cost \$225,000; and

WHEREAS, it appears that this request falls within the intent of Section 33.1-221 and complies with the provisions of the Commonwealth Transportation Board's policy on industrial access.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that \$225,000 of the 1996-97 Fiscal Year Industrial, Airport and Rail Access Fund be allocated to provide adequate access to Astel Enterprises, Inc., located in Frederick County, Project 0787-034-230,M501, contingent upon:

1. all necessary right of way, environmental assessments, and utility adjustments being provided at no cost to the Commonwealth;
2. provision of satisfactory documentation of eligible capital outlay by the industry; and
3. payment of all ineligible project costs, and of all project costs in excess of this allocation, from sources other than those administered by the Virginia Department of Transportation.

Motion carried.

\*\*\*

Moved by Mr. Porter, seconded by Mr. Grubb, that

WHEREAS, Section 33.1-221 of the Code of Virginia provides a fund to "...be expanded by the Board for constructing, reconstructing, maintaining or improving access roads within counties, cities, and towns to industrial sites on which manufacturing, processing or other establishments will be built under firm contract or are already constructed and to licensed, public-use airports; " and

WHEREAS, the Franklin County Board of Supervisors has, by appropriate resolution, requested Industrial Access Funds to serve the Commerce Center, located in Franklin County, and said access is estimated to cost \$208,000; and

WHEREAS, it appears that this request falls within the intent of Section 33.1-221 and complies with the provisions of the Commonwealth Transportation Board's policy on industrial access.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that \$150,000 of the 1996-97 Fiscal Year Industrial, Airport and Rail Access Fund be allocated to provide adequate access to the Commerce Center, located in Franklin County, Project 1086-033-274,M501, contingent upon:

1. all necessary right of way, environmental assessments, and utility adjustments being provided at no cost to the Commonwealth;
2. the execution of an appropriate contractual agreement between the County of Franklin (County) and the Virginia Department of Transportation (VDOT), to provide for the design, administration, construction, and maintenance of this project;
3. the payment of all ineligible project costs, and of any eligible project costs in excess of this allocation, from sources other than those administered by VDOT;
4. the provision of an appropriate bond or other acceptable surety device by the County to VDOT, not to expire before January 19, 2000. Such surety device shall provide for reimbursement to VDOT of any expenses incurred by the Industrial, Airport and Rail Access Fund for this project's construction not justified by the eligible capital outlay of industries served by the project. If, by December 19, 1999, qualified industry has not expended at least \$1,500,000 of eligible capital outlay on parcels served exclusively by this project, then an amount equal to 10% of up to \$1,500,000 of eligible capital outlay will be credited toward the project's allocation. This surety may be released at an earlier date if qualified industry, with an expenditure of at least \$1,500,000 in eligible capital outlay, is constructed on an eligible parcel; and
5. VDOT determining eligible capital outlay in accordance with current policy and procedure.

Motion carried.

\*\*\*

Moved by Mr. Porter, seconded by Mr. Grubb, that

WHEREAS, Section 33.1-221 of the Code of Virginia provides a fund to "...be expended by the Board for constructing, reconstructing, maintaining or improving access roads within counties, cities, and towns to industrial sites on which manufacturing, processing or other establishments will be built under firm contract or are already constructed and to licensed, public-use airports;" and

12-19-96

WHEREAS, on September 21, 1995, the Commonwealth Transportation Board allocated \$140,000 from the Industrial Access Fund to provide access to Georgia-Pacific Oriented Strand Plant, in the County of Halifax, Project 0879-041-304, M501, subject to certain contingencies; and

WHEREAS, it has been determined that the development proposed by this industry will not take place; and

WHEREAS, the County of Halifax has, therefore, requested that the Industrial Access funds be withdrawn from the project; and

WHEREAS, it is deemed that the administration of the Industrial Access Program can best be served by the return of this allocation to the Industrial Access Fund.

NOW, THEREFORE, BE IT RESOLVED that the aforementioned action of the Commonwealth Transportation Board on September 21, 1995, is hereby rescinded.

BE IT FURTHER RESOLVED that the \$140,000 previously allocated to Project 0879-041-304, M501, be returned to the Industrial, Airport and Rail Access Fund.

Motion carried.

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Item 13:

Moved by Mr. Newcomb, seconded by Mr. Rich, that

WHEREAS, Section 33.1-221.1:1 of the Code of Virginia declares it to be in the public interest that access railroad tracks and facilities be constructed to certain industrial or commercial sites; and

WHEREAS, the Town Council of Chase City has, by resolution, requested \$30,000 in Industrial Access Railroad Track funds for the Spaulding Lumber Company; and



WHEREAS, it appears that this request falls within the intent of Section 33.1-221.1:1 and is in accordance with the provisions of the Commonwealth Transportation Board's policy on the use of Industrial Access Railroad Track funds; and

WHEREAS, in accordance with the funding formula established by said policy, funding may be allocated to this project; and

WHEREAS, pursuant to Chapter 912, Item 505 A., of the 1996 Acts of the General Assembly, funding is provided for Industrial, Airport, and Rail Access projects; and

WHEREAS, the Board believes that this project is for the common good of a region of the Commonwealth and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves that \$30,000 of the Industrial, Airport, and Rail Access Fund be provided to construct new track to serve the Spaulding Lumber Company located in Mecklenburg County and the Town of Chase City contingent upon:

1. All necessary right of way and utility adjustments being provided at no cost to the Commonwealth.
2. All costs above \$30,000, which is allocated herein as an industrial rail access grant, being borne by the Spaulding Lumber Company.
3. Execution of an agreement acceptable to the Department of Rail and Public Transportation.

Motion carried. Mr. Byrd disqualified himself and did not participate in the discussion or vote on this issue. Spaulding Lumber Company is a vendor of the company owned by Mr. Byrd.

\*\*\*

Moved by Mr. Newcomb, seconded by Mr. Rich, that

WHEREAS, Section 33.1-221.1:1 of the Code of Virginia declares it to be in the public interest that access railroad tracks and facilities be constructed to certain industrial or commercial sites; and

WHEREAS, the Page County Board of Supervisors has, by resolution, endorsed and supported Wallace Computer Services, Inc.'s request for \$37,850 in Industrial Access Railroad Track funds for; and

WHEREAS, it appears that this request falls within the intent of Section 33.1-221.1:1 and is in accordance with the provisions of the Commonwealth Transportation Board's policy on the use of Industrial Access Railroad Track funds; and

WHEREAS, in accordance with the funding formula established by said policy, funding may be allocated to this project; and

WHEREAS, pursuant to Chapter 912, Item 505 A., of the 1996 Acts of the General Assembly, funding is provided for Industrial, Airport, and Rail Access projects; and

WHEREAS, the Board believes that this project is for the common good of a region of the Commonwealth and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves that \$37,850 of the Industrial, Airport, and Rail Access Fund be provided to rehabilitate track to serve Wallace Computer Services, Inc., located in Page County and the Town of Luray contingent upon:

1. All necessary right of way and utility adjustments being provided at no cost to the Commonwealth.
2. All costs above \$37,850, which is allocated herein as an industrial rail access grant, being borne by Wallace Computer Services, Inc.
3. Execution of an agreement acceptable to the Department of Rail and Public Transportation.

Motion carried.

\*\*\*

12-19-96

Item 14:

Moved by Mr. Newcomb, seconded by Mr. Rich, that

WHEREAS, Chapter 912, Item 516 of the Acts of the 1996 General Assembly provides state financial assistance for public transportation for fiscal year 1997 and Section 58.1-638 authorizes the Commonwealth Transportation Board to allocate funds for public transportation technical assistance; and

WHEREAS, the Department of Rail and Public Transportation (DRPT) has prepared a program of projects for fiscal year 1997 which is contained in the approved Fiscal Year 1996-97 Commonwealth Transportation Board Six Year Improvement Program as the Public Transportation Improvement Program; and

WHEREAS, the Technical Assistance portion of the fiscal year 1997 program of projects contains an unobligated balance of \$25,212; and

WHEREAS, DRPT supported the establishment of the Virginia Transit Liability Pool (VTLP) in 1987 to stabilize transit insurance costs and is a member of the VTLP Board; and

WHEREAS, VTLP, a pooled insurance company of seven Virginia public transit systems, has over the past ten years achieved stable and reduced liability insurance costs for its members; and

WHEREAS, the transit insurance market has changed and VTLP needs assistance to address the reengineering of its services, and its legal and financial structure to effectively meet the long term insurance needs of Virginia transit systems; and

WHEREAS, DRPT has found this to be a reasonable and appropriate utilization of state technical assistance funds and VTLP will provide \$20,000 to meet the state financial match requirements; and

12-19-96

WHEREAS, the Board recognizes that this project will help to contain transit operating costs and result in more resources directed to transit service for the citizens of the Commonwealth; and

WHEREAS, the Board recognizes that these projects are appropriate for the efficient movement of people and therefore, for the common good of the Commonwealth.

NOW, THEREFORE, BE IT RESOLVED that DRPT is authorized to undertake a state Technical Assistance project in the amount shown below.

Technical Assistance Recipient  
DRPT

Project Description  
Transit Insurance Pool  
Long Term Strategic Plan

Project Amount  
\$20,000

Motion carried.

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Item 15:

Moved by Mr. Porter, seconded by Mr. Grubb, that

WHEREAS, Section 46.2-808 of the Code of Virginia, as amended, authorizes the Commonwealth Transportation Board, when necessary to promote safety, to prohibit the use of controlled access highways or any part thereof by any or all of the following:  
(1) pedestrians; (2) persons riding bicycles or mopeds;  
(3) horse-drawn vehicles; (4) self-propelled machinery or equipment; and (5) animals led, ridden, or driven on the hoof; and

WHEREAS, engineers of the Department of Transportation, after considering this matter as it applies to controlled access highways and in the interest of public safety, have recommended that such persons, animals, and vehicles be excluded from specified segments of controlled access highways.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that  
(1) pedestrians; (2) persons riding bicycles or mopeds;  
(3) horse-drawn vehicles; (4) self-propelled machinery  
or equipment; and (5) animals led, ridden, or driven on  
the hoof be prohibited from using that portion of Route  
460 in Appomattox County extending from the Route 460  
Business/Route 26 overpass to the east intersection of  
Route 460 Business.

Motion carried.

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Item 16:

Moved by Mr. Prettyman, seconded by Mr. Rich,  
that

WHEREAS, Senate Joint Resolution Number 355 of  
the 1995 Session of the General Assembly and Item 604 of  
Chapter 853 of the 1995 Acts of Assembly directed the  
Commonwealth Transportation Board (CTB) and the Virginia  
Department of Transportation (VDOT) to develop a  
proposed financing plan (financing plan) for the  
construction of improvements to State Route 168/South  
Battlefield Boulevard Bypass (the Project) in the City  
of Chesapeake; and

WHEREAS, the financing plan identified  
allocations of \$13,107,000 from the Toll Facilities  
Revolving Account and \$17,504,000 from the Urban and  
Regional Surface Transportation Programs (STP) for the  
Project; and

WHEREAS, the Fiscal Year 1996-97 Commonwealth  
Transportation Board Six Year Improvement Program  
identified additional allocations of \$20,601,000 from  
the Toll Facilities Revolving Account and \$7,500,000 in  
Urban and STP funding for the Project; and

WHEREAS, the financing plan recommended the City  
of Chesapeake (the City) solicit proposals pursuant to  
the Public-Private Transportation Act of 1995 (PPTA) for  
a private entity to construct the Project; and

WHEREAS, the City issued a Request for Proposals  
pursuant to the PPTA for privatized delivery of  
improvements to State Route 168/South Battlefield  
Boulevard; and

12-19-96

WHEREAS, the City received two conceptual proposals and formed a Selection Committee comprised of City and VDOT staff which reviewed both proposals and interviewed both proposers; and

WHEREAS, the proposal submitted by PB&J, LLC (PB&J), a joint venture of Parsons Brinckerhoff Infrastructure Development Company, Inc. and J. A. Jones Capital Corporation, was chosen by the Selection Committee to proceed to Phase II of the evaluation process; and

WHEREAS, PB&J has requested that the City enter into an Interim Agreement setting forth the City's commitment to the Project and the City's intent to negotiate the terms of a Comprehensive Agreement under the PPTA for the financing, construction, operation and maintenance of the Project; and

WHEREAS, the City of Chesapeake City Council, at its regular meeting of November 12, 1996 adopted a resolution (Attachment A) to authorize the Interim City Manager to execute the Interim Agreement and to request the CTB to enter into the Interim Agreement for the purpose of indicating its initial willingness to make available certain monies and/or services for the Project, as are authorized by the General Assembly; and

WHEREAS, the Interim Agreement creates no obligation for the CTB and all terms thereof are subject to execution of and modification by a Comprehensive Agreement between the City and PB&J and authorized by the City of Chesapeake City Council and an agreement between the City and VDOT; and

WHEREAS, it is proposed the City and PB&J create a not-for-profit corporation pursuant to IRS Revenue Ruling 63-20 to be called the Chesapeake Expressway Community Association (CECA); and

WHEREAS, the Board of Directors of CECA will be comprised of seven voting members: three appointed by City Council, two by the CTB and two at-large members appointed by the Hampton Roads MPO; and

WHEREAS, funds utilized for the Project from the Toll Facilities Revolving Account must be repaid in full from toll revenues of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Commonwealth Transportation Board that:

1. The Commonwealth Transportation Board reaffirms its commitment to assist the City of Chesapeake in advancing the Project; and
2. The Commonwealth Transportation Board indicates its initial willingness to make available certain monies and/or in kind services for the Project, as are authorized by the General Assembly.
3. The Commonwealth Transportation Commissioner is hereby authorized to execute the Interim Agreement in substantially the same form as Attachment B hereto; and
4. The Chairman of the Commonwealth Transportation Board and the Commonwealth Transportation Commissioner, respectively, are hereby authorized to appoint a representative from the Commonwealth Transportation Board and the Virginia Department of Transportation to serve on the Board of Directors of the Chesapeake Expressway Community Association.

BE IT FURTHER RESOLVED by the Commonwealth Transportation Board that the Commonwealth Transportation Commissioner, or his designee, is hereby authorized to negotiate with the City of Chesapeake an agreement between the City and the Virginia Department of Transportation, the terms of which shall include, but not be limited to, terms governing the proper development of the Project, appropriate application of the funds above mentioned, and repayment of monies from the Toll Facilities Revolving Account utilized for the Project. Execution of such agreement shall be subject to the discretion of the Commonwealth Transportation Commissioner.

Motion carried.

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**ATTACHMENT A**

**City of Chesapeake Resolution**



RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN INTERIM AGREEMENT WITH PB&J, L.L.C. AND THE COMMONWEALTH TRANSPORTATION BOARD SETTING FORTH THE CITY'S INTENT TO NEGOTIATE A COMPREHENSIVE AGREEMENT UNDER THE COMMONWEALTH OF VIRGINIA'S PUBLIC-PRIVATE PARTNERSHIP ACT OF 1995 FOR THE VIRGINIA ROUTE 168/SOUTH BATTLEFIELD BOULEVARD PROJECT.

WHEREAS, the City of Chesapeake issued a Request for Proposals under the Commonwealth of Virginia's Public-Private Transportation Act of 1995 ("PPTA") for the delivery of the Virginia Route 168/South Battlefield Boulevard project; and

WHEREAS, the City received two Phase I conceptual proposals; both proposals were reviewed; and both private entities submitting proposals were interviewed; and

WHEREAS, the proposal submitted jointly by Parsons Brinckerhoff Infrastructure Development Company, Inc. and Jones Capital Corporation, which created PB&J, L.L.C. ("PB&J") to pursue the Project, was chosen by the Selection Committee to proceed to Phase II of the evaluation process; and

WHEREAS, PB&J has requested that the City enter into an Interim Agreement with PB&J setting forth the City's commitment to the Project and the City's intent to negotiate the terms of a Comprehensive Agreement under the PPTA for the financing, construction, operation and maintenance of the Project; and

WHEREAS, the Interim Agreement, which is attached hereto and made a part hereof, creates no obligation for the City and all terms thereof are subject to execution of and modification by a Comprehensive Agreement authorized by City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Chesapeake, Virginia:

1. The City Council of the City of Chesapeake, Virginia confirms its commitment to expediting the design, right-of-way acquisition, construction, operation and maintenance of the Virginia Route 168/South Battlefield Boulevard project.

2. To that end, the Interim City Manager is hereby authorized to negotiate with PB&J the terms of a Comprehensive Agreement under the PPTA for the implementation of the

Virginia Route 168/South Battlefield Boulevard project, with the understanding that the execution of the Comprehensive Agreement is subject to final approval and authorization by the City Council of the City of Chesapeake, Virginia.

3. The Interim City Manager is hereby authorized to execute the Interim Agreement.

4. The City Council of the City of Chesapeake, Virginia requests the Commonwealth Transportation Board to enter into the Interim Agreement for the purpose of confirming its willingness to make available certain monies and/or services for the Project, as are authorized by the General Assembly.

ADOPTED by the Council of the City of Chesapeake, Virginia, this 17th day of November, 1996.

APPROVED:

William E. Ward  
Mayor

ATTEST:

Debra A. Moore  
Clark of the Council

Bobby J. Taylor Deputy  
CITY CLERK

**ATTACHMENT B**

**Interim Agreement**

**INTERIM AGREEMENT TO DEVELOP AND OPERATE  
THE CHESAPEAKE EXPRESSWAY  
DATED NOVEMBER \_\_, 1996**

**BY AND AMONG**

**COMMONWEALTH OF VIRGINIA  
COMMONWEALTH TRANSPORTATION BOARD,  
AN AGENCY OF THE COMMONWEALTH OF VIRGINIA,**

**AND**

**CITY OF CHESAPEAKE, A POLITICAL SUBDIVISION  
OF THE COMMONWEALTH OF VIRGINIA**

**AND**

**PEBJ OF VIRGINIA, L.L.C.  
A VIRGINIA LIMITED LIABILITY COMPANY**

THIS INTERIM AGREEMENT ("Agreement") is made and entered into as of November \_\_, 1996 among the COMMONWEALTH OF VIRGINIA, COMMONWEALTH TRANSPORTATION BOARD ("CTB"), an agency of the Commonwealth of Virginia, the CITY OF CHESAPEAKE, a political subdivision of the Commonwealth of Virginia (the "City"), and PB&J of VIRGINIA, L.L.C. ("PB&J"), a Virginia limited liability company.

#### RECITALS

This Interim Agreement sets forth the understanding of the parties as to the basic terms and conditions under which PB&J will submit a phase 2 proposal pursuant to the RFP as defined herein and, subject to ultimate approval by City Council, the intent of the parties to this Agreement to enter into negotiations for a comprehensive agreement to implement the development, design, construction, program management, operation and financing of the Virginia Route 168/South Battlefield Boulevard Project, (referenced herein as the "Chesapeake Expressway" or the "Project") through a public-private partnership reflecting the respective rights of the parties. The parties are entering into this Agreement to evidence their mutual understanding of the arrangements among the parties which will be necessary to implement the Project and to provide a basis on which the parties can negotiate a comprehensive agreement as contemplated by the PPTA, as hereinafter defined, in order to commence as soon as practicable the phased development thereof. This Agreement does not constitute a binding agreement on any party, but is intended solely to set forth the current understandings as to certain bases of negotiations of a comprehensive agreement. All words such as "shall" or "will" are limited by this expression of intent only, whether or not a particular sentence or paragraph is so limited. To this end the parties recite as follows:

1. Public-Private Transportation Act of 1995. Chapter 22 of Title 56 of the Code of Virginia is the Public-Private Transportation Act of 1995 ("PPTA") and provides that a responsible public entity may acquire, construct, maintain and/or operate a qualifying transportation facility, which is defined to include roads and bridges together with any other property that is needed to operate the facility. The PPTA provides for the responsible public entity to request proposals from private entities for the acquisition, construction, improvement and/or operation of transportation facilities and the PPTA further provides that the responsible public entity may

grant approval of such proposals if certain conditions are fulfilled. Specifically, (1) there is a need for the transportation facility or facilities of the type the private entity proposes to operate as a qualifying transportation facility; (2) the transportation facility or facilities and the proposed interconnections with existing transportation facilities, and the operator's plan for operation of the qualifying transportation facility or facilities, are reasonable and compatible with the state transportation plan and with the local comprehensive plan or plans; (3) the estimated cost of the transportation facility or facilities is reasonable in relation to similar facilities; and (4) the private entity's plans will result in the timely acquisition or construction of or improvements to the transportation facility or facilities or their more efficient operation.

2. City Charter. Section 2.03 (b)(1) of the City's charter authorizes the City to authorize the construction and maintenance of roads and to charge or authorize the charging of tolls by private parties for the use of such roads by the public.

3. Responsible Public Entity. The City qualifies as a responsible public entity under the PPTA.

4. Request for Proposals ("RFP"). Pursuant to PPTA the City has issued a Request for Proposals (the "RFP") for delivering the Virginia Route 168 South Toll Road Project, also known as the Chesapeake Expressway Project. The City has selected PB&J to develop and submit a detailed (Phase 2) proposal to the PB&J initial proposal and response (the "PB&J Proposal") as part of the Phase 2 procedures set forth in the RFP, with the intent that a comprehensive agreement may be entered into by the parties.

5. The Project's Justification. The RFP summarizes the reasons why the Project is justified and serves a public purpose as required under the PPTA. The existing Route 168 presently carries three times its planned traffic capacity which interferes with the convenience and safety of the traveling public, as well as local residents, businesses and farmers who are disrupted by the existing heavy volume of traffic. The Project would provide an improved hurricane evacuation route.

6. The City. The City wishes to see the Project completed as soon as possible but traditional methods of financing, designing and constructing highways would permit such improvements to be completed only after an unacceptable

delay, if at all. Accordingly the parties undertake to negotiate a comprehensive agreement in furtherance of this Project.

7. CECA. The Chesapeake Expressway Community Association ("CECA") will be formed as a nonprofit corporation to issue tax exempt toll facility revenue bonds (the "Toll Bonds") as contemplated by the PB&J Proposal "on behalf of" the City pursuant to Rev. Rul. 63-20 to fund the construction of the Project. It is anticipated that CECA will be the "operator" pursuant to the PPTA and a comprehensive agreement.

8. City Approval. The City Council has approved the terms and conditions of this Agreement as the basis for the negotiations of a comprehensive agreement, as provided herein.

9. CTB's Participation. CTB will include the eligible mileage of the Project in its annual calculation of street maintenance funds to the City. The Virginia Department of Transportation ("VDOT") is currently a party to an existing design contract with Parsons Brinckerhoff Quade & Douglas, Inc. ("PBQ&D") relating to the certain design components of the Project.

NOW, THEREFORE, in consideration of the covenants contained herein and payment by PB&J of the \$25,000.00 Phase 2 fee, which will not be refunded, the parties to this Agreement indicate their common understanding of the respective roles of the parties and their mutual understanding of efforts to be undertaken in completing the Phase 2 submissions required by the RFP and negotiating a comprehensive agreement pursuant to the RFP and the PPTA. This Agreement creates no binding obligation on the parties and all terms are subject to execution and modification of a Comprehensive Agreement (the "Comprehensive Agreement"). The terms are as follows:

#### ARTICLE 1

##### PROJECT DESCRIPTION: ANTICIPATED RIGHTS OF PB&J AND CECA

###### Section 1.1 - Description of Project

The Project involves the implementation, financing and operation of a 10.2 mile four-lane divided highway with an estimated cost of about \$102 million. The proposed Project

will begin at the Great Bridge Bypass approximately 0.38 miles north of the extensions of both Hanbury Road and Benson Lane and end at the North Carolina state line. Subject to the approval by the City, the interchange at Hanbury Road, which is to be funded by the City from 1994 general obligation road bond referendum proceeds, may be designed and constructed as part of the Project. Project termini are considered logical as the 10.2 mile long project will tie to the North with an existing four-lane, divided highway at the Great Bridge Bypass and to the South with a proposed five-lane, undivided roadway North Carolina Route 168. The Hanbury Road interchange project includes construction of a grade separated interchange on the Great Bridge Bypass at Hanbury Road and Benson Lane. A more detailed description is set forth in Exhibit B.

The Project's history is outlined as follows:

#### Section 1.2 Project History

The City Council initially requested the road in 1968, some 28 years ago.

The City and the Commonwealth of Virginia (the "State") have spent in excess of \$40 million over the last 15 years in constructing the Great Bridge bypass, the bridge over the Northwest River, lane widening, turning lane improvements and traffic signalization.

The Project was designated by Congress as a high priority corridor in the National Highway System (NHS) in Virginia and North Carolina. The Project is included in CTB's 6 year Transportation Improvement Plan, and all State and regional long-term plans. It is also contained in critically needed unfunded project listings.

The City, State and region have allocated or will allocate \$62.6 million for engineering, right-of-way and construction.

The Project is compatible with improvements to Route 168 in North Carolina currently underway.

Over the past eight years, Parsons Brinckerhoff Quade & Douglas, Inc. has served as the consultant of record for the design of the Route 168/Battlefield Boulevard South project under contract with VDOT.



Three build alternatives developed by the Project proponents were carried forward for further study in the development of the Draft Environmental Impact Statement ("DEIS").

Upon completion and circulation of the DEIS, a Joint Location Public Hearing was held by the Army Corps of Engineers and VDOT on October 12, 1995, at Great Bridge High School in the City. By resolution dated December 12, 1995, the City Council supported Alternative 1, as presented at the hearing. Of the 350 people in attendance, 90% supported Alternate 1. The corridor for Alternative 1, as presented at the public hearing, was approved by the Commonwealth Transportation Board on January 18, 1996.

The corridor for Alternative 1, hereafter referred to as Alternative 1, was selected. The final EIS was published in the Federal Register on 9/13/96 with some modifications to Alternative 1 to reduce wetlands impact.

**Section 1.1 CECA's Right to Finance the Project and Other Rights.**

The City anticipates granting to CECA, as "operator" under the PPTA and the Comprehensive Agreement, the exclusive right:

(a) supplement public sector funding identified for the Project by issuing Toll Bonds secured by a pledge of the revenues of the Project;

(b) to set, establish and collect tolls for the Project, subject to the provisions of any indenture governing the issuance of the Toll Bonds (the "Bond Indenture") which Bond Indenture may confer upon the trustees of the Toll Bonds an enforceable right to require continued collection of tolls to maintain revenues and may require final approval of CECA over the design, development, construction or program management of the Project;

(c) from time to time to use funds available under Article V for the purposes set forth therein; and

(d) to enter into one or more contracts with PB&J and related entities for design, construction, operation and

maintenance of the Project as provided in the Comprehensive Agreement.

**Section 1.4 CECA's Organization**

(a) CECA will be a Virginia nonstock corporation organized to finance the Project on behalf of the City.

(b) It is anticipated that the City and CTB will appoint voting members to CECA's board of directors and that PB&J will appoint one nonvoting member to CECA's board of directors.

(c) CECA's organization and operation will meet the requirements of state and federal laws for issuing bonds, the interest on which is exempt from income tax under Rev. Rul. 63-20.

(d) The City anticipates authorizing CECA to impose and collect the tolls. Tolls shall be pledged as security to the Bond Indenture trustee.

**Section 1.5 PB&J to Develop the Project on Behalf of City and CECA.**

The City anticipates that the Comprehensive Agreement will grant to PB&J or its affiliates the following rights in the development of the Project on behalf of CECA or the City, subject to rights and duties of CECA, and compliance with Revenue Ruling 63-20 and Revenue Procedure 82-26:

(a) the exclusive right to assist the City in acquisition of the real property necessary for the development and operation of the Project and accelerating the acquisition process; and

(b) the unrestricted right to access the right-of-way to which the City holds title for the purpose of constructing the Project; and

(c) the exclusive right to develop the Project on behalf of the City and/or CECA; and

(d) to operate and maintain the Project on behalf of CECA, for not more than the first five years of operation, including all toll collection facilities and equipment required or desired for the Project (the "Toll Collection Facilities") as permitted by applicable "safe harbor" regulations for operation of facilities financed by tax exempt debt; and

(e) to install and maintain on other City rights of way signage relating to the Project, provided that (i) the design and location of such signs shall conform to then applicable local, state and federal laws and regulations, (ii) the location of such signs shall be subject to the prior review and approval of the City, (iii) signage will include uniform traffic control devices and (iv) the City may elect to install or authorize the installation of such signage at Project's expense.

## ARTICLE II

### PROJECT IMPLEMENTATION

#### Section 2.1 Project Implementation.

The parties acknowledge that Phase 1 of the RFP has been satisfactorily completed and that certain additional investigations and studies must be completed to comply with Phase 2 of the RFP. Upon approval by the City Council of the completed Phase 2 deliverables, if the Project is determined to be financially feasible pursuant to Section 2.3, the City and PB&J anticipate entering into negotiations for a comprehensive agreement in accordance with Article VI.

#### Section 2.2 PB&J's Phase 2 Deliverables

PB&J agrees to provide the Phase 2 deliverables (the "Phase 2 Deliverables") as required pursuant to the RFP, including an estimate of cost and explanations. This estimate is submitted as Exhibit A to this Agreement, with explanations to be provided as part of the Phase 2 Deliverables.

#### Section 2.3 Financial Feasibility

(a) One condition for the implementation of the Project is the determination of financial feasibility including, but not limited to the results of the traffic and revenue study being obtained by the City.

(b) If PB&J, the City or VDOT determines that the Project cannot be feasibly financed, then PB&J, VDOT and the City will examine and consider means and methods to render the Project feasible, including but not limited to (i) redefining, reconfiguring, redesigning, and/or rescheduling the Project to reduce or defer costs and/or increase revenue

and (ii) identifying and setting aside additional sources of funding to fill any gap between the estimated maximum amount of Project costs and the estimated maximum amount of proceeds of the Toll Bonds; provided, however, that if following such examination and consideration, if either PB&J, the City or VDOT shall determine unilaterally that the Project cannot be so feasibly financed, either may terminate this Agreement without penalty or further liability. It is expressly understood that neither PB&J nor its affiliates are undertaking to procure the financing of the project.

**Section 2.4 Coordination of Activities.**

The parties agree to coordinate closely in the performance of the activities to be carried out under this Article II.

**Section 2.5 Project Facilitator.**

At PB&J's request, the City shall designate a qualified employee reasonably acceptable to PB&J to serve as a Project facilitator whose roles and responsibilities shall include, among others:

(a) promoting to the fullest extent allowed by law the City's support of the development, financing, acquisition, construction and operation of the Project in a timely and efficient manner;

(b) providing consultation to PB&J about standards and procedures for environmental review and documentation, design, right of way acquisition, permitting, construction, operation and maintenance of the Project;

(c) serving as a Project coordinator within the City and with local, state and federal governmental agencies, public interest groups and the general public; and

(d) supporting to the fullest extent permitted by law PB&J's efforts to secure necessary reviews, permits and approvals from state agencies.

**ARTICLE III**

**DESIGNING, ACQUIRING, CONSTRUCTING, OPERATING,  
AND MAINTAINING THE PROJECT**

**Section 3.1 Design and Construction.**

(a) The design and construction of the Project shall conform to: (i) the Environmental Impact Statement and any addendum and supplements thereto; (ii) applicable law; (iii) all applicable permit requirements and conditions; and (iv) the manuals, standards and procedures of VDOT and the City in effect as of the date of this Agreement.

(b) VDOT shall provide at no charge to the City, within a reasonable amount of time, who in turn shall provide to CECA, the designs, plans, and related work and materials provided by PB&J pursuant to the PB&J design contract referenced in Recital 9. CECA shall deliver to PB&J, and PB&J may utilize in the design and construction of the Project without payment or further consideration all designs, plans and related work and materials that VDOT has performed or caused to be performed for the Project.

(c) City intends to cooperate in adding completion of the design and construction of the Hanbury intersection to the Project and may include the interchange in the Project. If the intersection is added, construction must be completed by a date acceptable to the City and pursuant to the Comprehensive Agreement, but in any case, not later than the completion date for the balance of the Project.

(d) City will consider the impact on the Project resulting from construction or improvement of competing facilities.

**Section 1.2 Right-of-Way and Wetlands Mitigation Acquisition.**

(a) The City anticipates acquiring, by negotiation or, where necessary, exercise of its powers of condemnation, all right-of-way needed to design, construct and operate the Project, and all acreage for wetlands mitigation. PB&J shall provide right-of-way acquisition service for the Project on behalf of the City and such services shall be a Project cost. All costs associated with right-of-way acquisition utility relocation and wetlands mitigation shall be Project costs.

(b) Provided PB&J gives the City reasonable prior written notice of its construction schedule, the City will use best efforts to acquire title to and possession of parcels needed for the Project rights-of-way within the time required to avoid delaying the construction schedule.

(c) The City and PB&J shall cooperate to establish procedures and mechanisms consistent with applicable law and consistent with City policies and procedures:

(i) to identify and survey any surplus and remainder parcels which must be acquired as incident to assembling the Project rights of way; and

(ii) to develop a plan for the orderly disposition and resale of such surplus and remainder parcels. The object shall be, to the extent permitted by applicable law, to sell off such surplus and remainder parcels at fair market value on a reasonably timely basis and to make the proceeds of such sales available for the purposes set forth in Section 5.1.

**Section 1.3 Maintenance.**

(a) The City anticipates that CBCA shall cause maintenance, renewal and replacement activities required by the project to be provided in compliance with applicable law and then applicable published renewal and replacement

manuals, standards and procedures of VDOT.

(b) It is contemplated that the Comprehensive Agreement will provide that CFB shall provide funds to the City based on street mileage as provided by statute for routine and customary maintenance of the Project. The City would then allocate to CECA, subject to annual appropriation, the Project's pro rata share. These funds shall be expended for routine and customary maintenance of the Project, which include but are not limited to the maintenance of the Toll Collection Facilities, in accordance with VDOT maintenance standards then applicable to similar VDOT highway facilities (toll or non-toll). These funds may also be pledged to the Bond Indenture trustee to be used for maintenance and to fund a maintenance reserve with any funds not expended for routine and customary maintenance.

(c) It is anticipated by the City that CECA will enter into an agreement pursuant to the Comprehensive Agreement with a Parsons Brinckerhoff Infrastructure Development Company, Inc. affiliate and Roy Jorgensen Associates, Inc. ("PJ Jorgensen") or PB&J to fulfill the maintenance, renewal and replacement activities contemplated in Section 3.3(a) and 3.4, as a "qualified management contract".

**Section 3.4 Establishment of Toll Road and Facilities Operation.**

(a) It is expected that CECA will be designated as the "operator" in the Comprehensive Agreement for purposes of the PPTA. CECA shall operate and maintain the Toll Collection Facilities in accordance with VDOT standards in effect as of the date hereof and carry out its obligations pursuant to a "qualified management contract".

(b) VDOT shall cooperate, and shall encourage other state agencies to cooperate in imposing sanctions on toll violators and in collecting tolls, fines and penalties from such violators by the most cost-effective measures permitted by applicable law.

**Section 3.5 Security**

(a) It is anticipated that CECA shall not engage private security services to provide traffic law enforcement services on the Chesapeake Expressway. CECA may, however, engage private security services or employ passive security devices or technology to protect toll operations, toll receipts or to identify toll violators, as are allowed by law.

## ARTICLE IV

### PAYMENTS AND FINANCING

#### Section 4.1 Payment for City's Activities.

(a) The City shall bear and be responsible for all costs and expenses that the City incurs, including the fees, salaries, wages, reimbursements and other charges of its employees, officers, members, managers, agents, servants, consultants and contractors. It is expected that certain of such costs will be included in the cost of the Project to be financed with proceeds of the Toll Bonds.

#### Section 4.2 Project Financing Phase.

(a) The City anticipates approving CECA as the issuer of the Toll Bonds to finance the Project, to the extent required by Internal Revenue Service Revenue Ruling 63-20 and Revenue Procedure 82-26.

(b) All Project debt issued or incurred shall be issued or incurred in the name of CECA and shall not be obligations of PB&J, the City, the State, VDOT, CTB or any other agency, instrumentality or political subdivision of the State or the City. The Toll Bonds shall be obligations only of CECA payable from the special fund or funds created by CECA for their payment. Each Toll Bond, note or other obligation evidencing Project debt shall include a recital on its face to the effect that payment of the principal of and interest on that Project debt shall be a valid claim only as against CECA and the special fund or funds pledged by CECA therefor shall not be an obligation of the City, PB&J, the State, CTB, VDOT or any other agency, instrumentality or political subdivision of the State or the City, moral or otherwise, and that neither the full faith and credit nor the taxing power of the City, the State, VDOT or any other agency, instrumentality or political subdivision of the State or the City is pledged to the payment of the principal of and interest on the Project debt.

(c) The City is not required to provide any funds or financing to PB&J to acquire, design, permit, develop, construct and operate the Project except as provided in 5.1(b).

(d) The City and VDOT, subject to the financial feasibility of the Project and execution of a Comprehensive



Agreement, agree to cooperate with CECA and PB&J in the issuance of the Toll Bonds and the development of the Project.

## ARTICLE V

### USE OF FUNDS

#### Section 5.1 Use of Project Debt Proceeds.

(a) It is contemplated that proceeds of the Toll Bonds may be used by CECA for the cost of issuance of the Toll Bonds, development of the Project, acquisition of the Project's right-of-way and payment of a development fee to PB&J as well as any Project-related purpose, if and to the extent permitted under applicable laws and regulations pertaining to tax-exempt financing under Internal Revenue Service Revenue Ruling 63-20 and Revenue Procedure 82-26, including but not limited to payment of PB&J's and other pre-construction fees, charges, costs and expenses and interest thereon not otherwise paid.

(b) If Kanbury Road interchange is added to the Project, the City will provide funding for its design and construction in an amount to be determined in the Comprehensive Agreement.

(c) It is contemplated that the Bond Indenture trustee shall establish with one or more institutions acceptable to the City an auditable system for the deposit and disbursement of revenues received from the operation of the Project and other amounts received from sales of surplus and remainder parcels pursuant to Section 3.2(c).

**ARTICLE VI**

**ADDITIONAL COVENANTS OF PARTIES**

**Section 6.1 Comprehensive Agreement.**

(a) As soon as practicable, and no later than April 1, 1997, the parties hereto intend to negotiate in good faith a Comprehensive Agreement embodying the principles set forth in this Agreement and containing the provisions described in Section 6.1(c).

(b) The parties agree to move as expeditiously as possible toward negotiation of a Comprehensive Agreement.

(c) The Comprehensive Agreement to be negotiated in good faith shall include, among other things, the following:

(1) PB&J's, the City's and CECA's cooperation at all times in designing, financing, acquiring right-of-way for, constructing, equipping and operating the Project;

(2) the procedures to be followed in utilizing the City's powers of eminent domain to condemn real property in connection with the Project and procedures to dispose of surplus and remainder parcels and apply the proceeds to the Project;

(3) lender's rights and remedies, assignment and consent to assignment provisions and other provisions necessary or desirable to assure successful financing of the Project;

(4) protection from the impact of competitive transportation facilities on then existing and future Project revenues;

(5) reimbursement to City for the costs of engineering, construction and acquisition of property for wetlands mitigation and for other costs chargeable to the Project;

(6) the grant to PB&J of a right of entry onto the Project for the purpose of performing all of its obligations under this Agreement;

(7) reasonable procedures and criteria for determining substantial completion and for the acceptance of the construction work, and for commencing toll collection;

(8) alternative dispute resolution provisions and procedures;

(9) terms of any additional public funding;

(10) for a period of three years after repayment of the Toll Bonds, maintenance of all documents and records relating to the planning, design, acquisition and construction activities conducted pursuant to this Agreement;

(11) compliance with all applicable federal, state, and local environmental and wetland laws and regulations, including compliance with those stipulations and conditions under which the City receives approval of the Environmental Impact Statement or may receive approval of the supplement thereto and compliance with applicable law relating to potential or actual hazardous materials that may be encountered in the course of carrying out this Agreement;

(12) extending the terms pertaining to commencement of construction and completion of the project due to events of force majeure;

(13) the right of CECA to acquire, construct, improve and/or operate the Project, and the duration of CECA's rights to operate the Project;

(14) the mechanism by which user fees, if any, may be established from time to time upon agreement of the parties. Any user fees shall be set at a level that, taking into account any service payments, allows CECA the revenues specified in the Comprehensive Agreement;

a. A copy of any service contract shall be filed with the City.

b. A schedule of the current user fees shall be made available by CECA to any member of the public on request.

c. Classifications according to reasonable categories for assessment of user fees may be made.

(15) the performance milestones that will be required;

(16) the right of CECA and PB&J to cross,

subject to applicable permit requirements and other requirements of law, any canal or navigable water course;

(17) the manner in which utilities are to be crossed or relocated and the obligation to pay the cost thereof;

(18) the manner in which CECA, PB&J, the City, and CTB will work together to establish interconnections and interoperability between the Project and other public transportation facilities;

(19) the design, construction, operation and maintenance standards with which PB&J or CECA must comply;

(20) the requirements of PB&J to submit plans and specifications for the Project to the City, (and VDOT if appropriate) for approval.

(21) the rights of the City and VDOT to inspect construction of or improvements to the Project;

(22) the obligation of CECA to maintain the Project and the rights of the City and VDOT to monitor CECA's maintenance;

(23) a Guaranteed Maximum Price for the construction and development of the Project or a process for negotiating such a Guaranteed Maximum Price, along with adequate guarantees and payment and performance bonds, as well as a negotiated development fee.

(24) the terms under which the Project will reimburse the City for services and funds provided;

(25) the terms and conditions under which the City and any other entity commits to contribute financial and/or in-kind resources, if any, for the Project;

(26) the events that will constitute PB&J defaults, PB&J's rights to notice and cure and the remedies available to the City;

(27) the events that will constitute the City defaults, the City's rights to notice and cure and the remedies available to PB&J or CECA;

(28) the rights and remedies of each party with respect to the defaults of any other party to the Comprehensive Agreement;

(29) the events that will constitute force majeure and the remedies the parties will have in the event of occurrence;

(30) the insurance and bonding requirements the operator will be required to meet at each stage;

(31) the conditions under which PB&J may assign its rights under the Comprehensive Agreement and/or its rights to the Project; and

(32) other requirements of the Public-Private Transportation Act of 1995.

## **ARTICLE VII**

### **CTB REPRESENTATIONS AND AGREEMENTS**

#### **Section 7.1 CTB**

CTB joins as a party to this Agreement for the sole purpose of confirming its intent with respect to the terms of this Article VII.

(a) This Agreement is an agreement in principle only and CTB shall not have any binding obligation to fund monies contemplated herein unless such funds have been appropriated for such purpose and authorized by the Commonwealth Transportation Board.

(b) CTB will allocate annual street maintenance funds to the City in accordance with law which will include the eligible mileage of the Project.

(c) CTB will make available monies or in-kind services earmarked for the Project under the FY1997 CTB Six Year Plan presently totaling \$16,617,000.

(d) CTB shall make available monies or in-kind services for the Project from proceeds of loans from the Toll Facilities Revolving Accounts currently estimated at \$38,708,000. CTB recognizes the significance in advancing these funds covered by (c) and (d) to the Project within the planned period for construction and will give good faith consideration to identifying alternative methods by which this can be done.

(e) CTB acknowledges the Project description in Section 1.1.

(f) VDOT will assist with signage for the Project on CTB controlled facilities, including rest areas if appropriate and in publications and maps.

(g) VDOT will designate a project facilitator.

(h) CTB and VDOT shall bear and be responsible for all costs and expenses that VDOT incurs, including the fees, salaries, wages, reimbursements and other charges of its employees, officers, members, managers, agents, servants, consultants and contractors. It is expected that certain of such costs will be included in the cost of the Project to be financed with the proceeds of the Toll Bonds. It is also expected that certain of such costs will be included in the cost of the Project to be financed by VDOT.

(i) CTB will consider the impact of constructing or improving competitive facilities in future planning.

#### **ARTICLE VIII**

##### **TERMINATION**

###### **Section 2.1 PB&J and the City Rights to Terminate.**

PB&J or the City, shall have the right to terminate this Agreement upon written notice to the other, or upon April 1, 1997 or execution of a Comprehensive Agreement, whichever occurs first. If not sooner terminated, it shall be automatically terminated upon execution of the Comprehensive Agreement.

#### **ARTICLE IX**

##### **ASSIGNMENT**

###### **Section 2.1 Assignment by PB&J or CECA.**

Neither PB&J nor CECA, without the prior written consent of the City, shall voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its interests in this Agreement.

**ARTICLE X**  
**MISCELLANEOUS**

**Section 10.1 Notices.**

(a) Whenever under the provisions of this Agreement it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless and until received by the addressee or unless served (i) personally, (ii) by overnight commercial courier, (iii) by facsimile transmission or (iv) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to City:                   City Manager  
                                  City of Chesapeake  
                                  P. O. Box 15225, Chesapeake, VA 23328  
                                  306 Cedar Road, Chesapeake, VA 23320  
                                  Phone: (757) 382-6166  
                                  Fax:     (757) 382-6507

With a copy to:             Director of Public Works  
                                  City of Chesapeake  
                                  P. O. Box 15225  
                                  Chesapeake, VA 23328  
                                  Phone: (757) 382-6101  
                                  Fax:     (757) 382-6310

If to P&J:                   P&J of Virginia, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

If to CTB:                   Commonwealth Transportation Board

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

(b) Any party may, from time to time, by notice in writing served upon the other party as aforesaid, designate

an additional and/or a different mailing address in Virginia or an additional and/or a different persons to whom all such notices, requests, demands, report and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally shall be deemed delivered upon receipt, if served by mail or independent courier shall be deemed delivered on the date of receipt as shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the U.S. Postal Service or independent courier, and if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile.

**Section 10.2      Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

**Section 10.3      Construction and Interpretation of Agreement.**

(a) No term of this Agreement shall be interpreted to confer rights or duties upon any party which would result in CECA being in violation of the provisions of Revenue Ruling 63-20 and Revenue Procedure 82-26.

(b) The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

(c) As used in this Agreement and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

**Section 10.4      Counterparts.**

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



IN WITNESS WHEREOF, the parties, have executed this Agreement on the date first written above.

**CTR:** COMMONWEALTH TRANSPORTATION BOARD,  
an agency of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Commonwealth Transportation  
Commissioner

**CITY:** CITY OF CHESAPEAKE, a political  
subdivision of the Commonwealth of  
Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

FB&J:

FB&J OF VIRGINIA, L.L.C. a Virginia  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
County/City of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_ on  
behalf of FB&J of Virginia, L.L.C..

My commission expires: \_\_\_/\_\_\_/\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**ROUTE 168 ESTIMATE OF COSTS\***

Administration/Miscellaneous	\$ 2,000,000
Right-of-way/Relocation	8,413,634
Engineering/Design	5,045,628
Construction	80,761,260
Hanbury Interchange	<u>5,576,100</u>
Total Project Costs	\$101,796,622

\*As listed in the PB&J Proposal in the Conceptual Plan of Finance.

**EXHIBIT B**  
**PROJECT DESCRIPTION**

Certain design elements from Alternative 6 have been combined with Alternative 1, resulting in Alternative 1(mod). These modifications will reduce costs and reduce impacts to wetlands, the Northwest River, and a historic structure. It should be noted that these modifications have been made, in part, because of comments received on the DEIS and obtained at the public hearing. The major design modifications are as follows:

Adopt the Alternative 6 alignment south of Gallbush Road, allowing use of existing bridge on mainline roadway; requires construction of parallel two-lane bridge across Northwest River (instead of two 2-lane bridges);

Provide controlled access south of Gallbush Road, eliminating the need for frontage roads between Gallbush Road and NC state line, and reducing wetland impacts and impacts to the Doughty House, a property eligible for the National Register of Historic Places;

Remove grade-separated overpass at St. Brides Road East; the redesign of the at-grade crossing with cul-de-sacs on St. Brides Road East will be similar to the at-grade crossing at Hickory Ridge Road;

Lower roadway elevation ( $\pm 2$  ft) to reduce the amount of fill; this feature reduces roadway embankment (prism) width ( $\pm 8$  ft) and reduces wetland impacts. However, Typical Section W may require that the roadway elevation be higher for other construction reasons (drainage), thereby offsetting benefits;

Reduce right-of-way width to approximate construction limits; and

Replace Typical Section B with Typical Section W, where appropriate, or other compressed section with equivalent environmental impact and footprint.

These modifications have been included only with the selected alternative, Alternative 1(mod), Figure 2, as refinements to the design have occurred as Project design was advanced.

Alternative 1(mod) alignment is common with Alternative 1 from the Great Bridge Bypass on the north to Gallbush Road, where it becomes common with Alternative 6 to the North Carolina state line.

Alternative 1(mod) includes a grade-separated interchange with Hanbury Road and Benson Lane; a grade-separated interchange with existing Route 168 south of Centerville Turnpike; a grade-separated interchange with Pleasant Grove Parkway, as included in Chesapeake's Master Road Plan (1994); and improvements to some intersecting roadways.

Alternative 1(mod) also includes a parallel bridge structure spanning the Northwest River. The new structure would carry two lanes of north-bound traffic, while the existing structure would carry two lanes of south-bound traffic.

North of Gallbush Road, Alternative 1(mod) would be constructed as a limited access, expressway-type facility, with access to and from the highway provided only at the above interchanges. Access to properties along this segment would be provided from either intersecting roadways or from frontage roads. Highway design would utilize Typical Section A as the primary design element and substitute either Typical Section B or Typical Section W where wetlands are encountered.

South of Gallbush Road, Alternative 1(mod) is located on the alignment of Alternative 6, and would be constructed as a non-limited access, multi-lane, arterial-type facility. As a non-limited access facility, access to individual properties along this segment would be provided from turn lanes and/or median breaks; frontage roads would not be included in the design of this segment. Highway design would

again utilize Typical Section A as the primary design element, and substitute either Typical Section B or Typical Section W where wetlands are encountered.

Typical Section A shows a pavement width of 48 feet (4 - 12 foot lanes), a 42-foot-wide graded median (NOTE: graded median includes 12-foot-wide inside shoulders and an 18-foot-wide graded swale), 13-foot wide outside shoulders, 15-foot-wide safety slopes (clear zones), and 18-foot-wide ditches (including side slopes) to convey runoff to stormwater management basins. The minimum width right-of-way for Typical Section A under Alternative 1(mod) is 212 feet.

Typical Section B shows a pavement width of 48 feet (4 - 12 foot lanes), a 22-foot-wide paved median (NOTE: paved median includes 10-foot-wide paved shoulders and a 2-foot-wide concrete median barrier), 13-foot-wide outside shoulders, 15-foot-wide safety slopes (clear zones), and 18-foot-wide ditches to convey runoff to stormwater management basins. The minimum width right-of-way for Typical Section B under Alternative 1(mod) is 192 feet.

Typical Section W shows a pavement width of 48 feet (4 - 12 foot lanes), a 22-foot-wide paved median (NOTE: paved median includes 10-foot-wide paved shoulders and a 2-foot-wide concrete median barrier), 15-foot-wide outside shoulders, and 15-foot-wide safety slopes (clear zones). The minimum width right-of-way for Typical Section W under Alternative 1(mod) is 150 feet.

The major differences between Typical Section B and Typical Section W are the drainage design and footprint width. Typical Section B has side drainage ditches to convey runoff to stormwater management facilities. Typical Section W has storm sewers under the curb section located on the outside edge of paved shoulders:

Decisions will be made regarding typical section design through wetland areas by analyzing surface topography and drainage, stormwater management facilities by ditching or piping. State regulations require that stormwater management facilities be

sized according to the area of impermeable surface added to the Project. Therefore, not every wetland or stream crossing will be required to have surface runoff treated at a stormwater management facility. From an engineering viewpoint, it is more efficient to continue with Typical Section A rather than to introduce a series of reverse curves to implement either Typical Section B or Typical Section W. From a drainage viewpoint, certain situations would dictate that drainage ditches be continued through smaller wetlands toward larger, "regional" stormwater management facilities located near major stream crossings.

**EXHIBIT C**

**PHASE 2 DELIVERABLES**

- A. Provide a topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed facility or facilities.
- B. Provide a list of public utility facilities that will be crossed by the transportation facility and a statement of the private operator's plans to accommodate such crossings.
- C. Provide a statement setting out the plan for securing all necessary property. The statement must include the names and addresses, if known, of the current owners of the property as well as a list of any property the proposer intends to request the City to condemn.
- D. Provide a detailed listing of all firms who will provide specific design, construction and completion guarantees. Include a brief description of the guarantees.
- E. Provide the proposed total life-cycle cost of the facility or facilities and the proposed project start date. Include anticipated commitment of all parties; equity, debts, and other financing mechanisms; and a schedule of project revenues and project costs. Include in the life-cycle cost analysis a detailed analysis of the projected rate of return.
- F. Include a detailed discussion of assumptions about user fees or toll rates, and usage of the facility such as traffic forecasts and assumptions.
- G. Identify any known government support or opposition, or general public support or opposition for the project. Government/public support should be demonstrated through resolutions of official bodies, minutes of meetings, letters, etc.
- H. Demonstrate consistency with state and local transportation plans and local comprehensive plans or indicate the steps required for acceptance into such plans.



- I. Provide an explanation of how the proposed transportation facility would impact local transportation plans of each affected locality.
- J. Such additional material and information as the city may reasonably request.

12-19-96

Item 17:

Moved by Mr. Newcomb, Seconded by Mr. Lee, that

WHEREAS, in accordance with the provisions of Section 33.1-46.2 of the Code of Virginia, the Commonwealth Transportation Board may designate one or more lanes of any highway in the Interstate, Primary or Secondary System as High Occupancy Vehicle lanes for the exclusive use of buses and motor vehicles transporting multiple occupants to facilitate the rapid and orderly movement of traffic to and from urban areas during peak periods; and

WHEREAS, the eastbound portion of the I-66 concurrent HOV diamond-lanes from Route 234 in Prince William County to just west of the Route 29 interchange in Fairfax County opened to traffic on December 9, 1996; and

WHEREAS, the westbound portion of the I-66 concurrent HOV diamond-lanes from just west of the Route 29 interchange in Fairfax County to Route 234 in Prince William County is scheduled to open to traffic by the end of December 1996; and

WHEREAS, the existing section of the I-66 concurrent HOV diamond-lanes from I-495 to just west of Route 29 is currently restricted to HOV-2+ vehicles and motorcycles during the hours of 5:30-9:30 a.m. eastbound and 3:00-7:00 p.m. westbound; and

WHEREAS, the Board believes the same hours of restriction should be applicable to the new section of the I-66 concurrent HOV diamond-lanes from just west of the Route 29 interchange in Fairfax County to Route 234 in Prince William County.

12-19-96

NOW, THEREFORE, BE IT RESOLVED that the Commonwealth Transportation Board directs the Virginia Department of Transportation, upon the opening of the new I-66 concurrent HOV diamond-lanes, to adopt the same hours of restriction for the new segments of HOV-lanes from just west of the Route 29 interchange in Fairfax County to Route 234 in Prince William County. Explicitly, the hours of restriction for the I-66 concurrent HOV diamond-lanes from I-495 in Fairfax County to Route 234 in Prince William County shall be 5:30-9:30 a.m. eastbound, and 3:00-7:00 p.m. westbound during weekdays. During these restricted hours, these HOV diamond-lanes are open to buses, motorcycles, and vehicles carrying two or more persons. During non-restricted hours, all vehicles are allowed to access the HOV diamond-lanes.

BE IT FURTHER RESOLVED that the Board directs the Department to advise the public of the designation and to sign the facility to reflect the new designation upon the opening of the new facility.

BE IT FURTHER RESOLVED that the Board directs the Department to provide the Virginia State Police with a copy of this resolution and request their cooperation in enforcing the new designation.

Motion carried.

\*\*\*

Meeting adjourned at 11:10 a.m.

The next meeting will be held on January 16, 1997, in Richmond, Virginia.

Approved:



Attested:

