

NORTH CAROLINA
WAKE COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 4/11/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5928

AND

WBS ELEMENTS: PE _____

ROW _____

TOWN OF APEX

CON 44822.3.1

OTHER FUNDING:

FEDERAL-AID #: STBGDA-0501(041)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$10,000,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the Town of Apex, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 8/22/2016, entered into a certain Project Agreement for the original scope: construction of a grade separated interchange for the Apex Peakway at South Salem Street and the CSX railroad tracks, programmed under Project U-5928; and,

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) has allocated additional funding to this Project;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 50% of eligible expenses incurred by the Municipality up to a maximum amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000), as detailed below. The Municipality shall provide a minimum 50% non-federal match, or \$12,500,000, as per the REVISED FUNDING TABLE below. The sum of these dollar amounts represents the **Total Project Funding**. If the Funding provided through this Agreement changes, a supplemental agreement will be generated.

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA (#6569)	\$2,500,000	50%	\$2,500,000	50%
STBGDA (#11173)	\$10,000,000	50%	\$10,000,000	50%
Total Project Funding		\$25,000,000		

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 8/22/2016, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF APEX

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Apex

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 5/5/2022 (Date)