

NORTH CAROLINA
WAKE COUNTY

2ND SUPPLEMENTAL AGREEMENT

DATE: 2/03/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5537

AND

WBS ELEMENTS: PE 44112.1.FD1

ROW 44112.2.FD1

TOWN OF APEX

CON 44112.3.1

OTHER FUNDING:

FEDERAL-AID #: STPDA-0501(34)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$1,234,827

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 1/30/2014, entered into a certain Project Agreement for the original scope: the preconstruction activities for the widening of Lake Pine Drive to 3 lanes, 10' wide asphalt multi-use path on east side, 5' wide concrete sidewalk on west side and hi-visibility crosswalk with refuge area at Versailles Drive in Apex, programmed under Project U-5537; and,

WHEREAS, the Department and the Municipality on 2/17/2016, entered into a supplemental Project Agreement to include the construction phase and additional funds; and,

WHEREAS, CAMPO has allocated more funding to the Project and the Town has agreed to provide the non-federal match, plus additional funding; and,

WHEREAS, the Department will allow additional time to complete the Project;

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

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse seventy percent (70%) of eligible expenses incurred by the Municipality on preliminary engineering (PE) and right of way (ROW) and eighty percent of eligible expenses on construction (CON) costs up to a maximum amount of Two Million One Hundred Thousand Thirty-Three Thousand Eight Hundred Twenty-Seven Dollars (\$2,133,827). The Municipality shall provide the non-federal match as detailed in the FUNDING TABLE below, plus an additional contribution of funding, and all costs that exceed the total available funding.

FUNDING TABLE

Phase of Work	Federal Funds Amount	Federal Participation Rate	Non-Federal Funds	Non-Federal Participation Rate
PE and ROW	\$899,000	70%	\$385,286	30%
Construction	\$1,234,827	80%	\$308,707	20%
Subtotals	\$2,133,827		\$693,993	
Additional Local Contribution		N/A	\$926,120	100%
Total Available Funds		\$3,753,940		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total available funds, or \$375,394, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rates.

For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. TIME FRAME

The Municipality shall complete all work outlined in the Agreement by 12/31/2022. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

15. OTHER PROVISIONS

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

Except as hereinabove provided, the Agreements heretofore executed by the Department and the Municipality on 1/30/2014 and 2/17/2016 are 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.

TOWN OF APEX

BY: _____

TITLE: _____

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. No Change

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

(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: 3-4-2021 (Date)