

NORTH CAROLINA
WAKE COUNTY

4th SUPPLEMENTAL AGREEMENT

DATE: 4/13/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5537

AND

WBS ELEMENTS: PE 44112.1.FD1

ROW 44112.2.1

TOWN OF APEX

CON 44112.3.1

OTHER FUNDING:

FEDERAL-AID #: STPDA-0501(34)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 high-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 Agreement to include the construction phase of the Project; and,

WHEREAS, the Department and the Municipality, on 3/10/2021, entered into a Supplemental Agreement for additional funding allocated to the Project; and,

WHEREAS, the Department and the Municipality, on 11/9/2021, entered into a Supplemental Agreement to reimburse non-FEMA/FHWA emergency funds to replace an aging culvert as part of the Project; and,

WHEREAS, the Municipality has requested additional time to complete the Project;

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

4. TIME FRAME

The Municipality, and/or its agent, shall complete the Project by December 31, 2024. 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.

Except as hereinabove provided, the Agreements heretofore executed by the Department and the Municipality on 1/30/2014, 2/19//2016, 3/10/2021 and 11/9/2021 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.

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: 5/4/2023 (Date)