

NORTH CAROLINA

DEVELOPMENT AGREEMENT

WAKE COUNTY

This Development Agreement (the “**Agreement**”), made this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Apex, a municipal corporation under the laws of North Carolina (the “**Town**”) and Beazer Homes, LLC a North Carolina limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of real property totaling approximately 16.8 acres and located at 3104 Holland Road Apex, NC 27502 as depicted on the map entitled The Summit MSP Recombination Plat (the “**Developer Map**”), recorded in Book of Maps 2024, Page 1254 at the Wake County Register of Deeds (the “**Developer Property**”) and plans to develop a residential subdivision commonly known as “The Summit” on the Developer Property; and

WHEREAS, the Town is the owner of that certain tract of real property totaling approximately 92.19 acres and located between Pleasant Plains Road to the west, Kings View Trail to the north, and NC 540 Highway to the east as depicted on the map entitled Survey for Progressive Farms, LLC & Hazel J. Pleasant (the “**Town Map**”), recorded in Book of Maps 2014, Page 1539 at the Wake County Register of Deeds (the “**Town Property**”) and plans to develop a public park known as “Pleasant Park” on the Town Property; and

WHEREAS, Town has committed, as part of the Pleasant Park Phase 3A Site Plan, to provide (1) 150 feet of storage length for the westbound left turn lane on Old US Highway 1 at Friendship Road, and (2) 100 feet of storage length for the northbound left turn lane on Friendship Road at Old US Highway 1 (“**Town Improvements**”); and

WHEREAS, Developer has committed, as part of rezoning # 21CZ14 and its associated traffic impact analysis, to provide (1) an eastbound left turn lane on Old US Highway 1 at Holland Road, (2) an additional 50 feet of storage length for the northbound turn lane on Friendship Road at Old US Highway 1, (“**Developer Improvements**”); and

WHEREAS, as a condition of rezoning #21CZ14, developer is required to install a traffic signal at the intersection of Old US Highway 1 at Holland Road or pay fee in lieu for the anticipated signal design and construction costs based upon an engineer’s estimate for the same (“**Traffic Signal A**”); and

WHEREAS, as a condition of installation of Traffic Signal A, NCDOT requires a traffic signal be installed contemporaneously at the intersection of Old US Hwy 1 and Friendship Road (“**Traffic Signal B**”); and

WHEREAS, Old US Highway 1, Holland Road, and Friendship Road are busy thoroughfares within the corporate limits and extra-territorial jurisdiction of the Town and the Town and Developer desire to coordinate construction of the Town Improvements and Developer Improvements (collectively, the “**Improvements**”) with Developer acting as the contracting and managing party with third parties hired to construct the Improvements; and

WHEREAS, pursuant to North Carolina General Statute § 160A-309, the Town is authorized to contract with a developer for public intersection and roadway improvements that are adjacent of ancillary to a private land development project; and

WHEREAS, the Town finds that the expenditure of public funds will not exceed \$250,000 and the coordination of separately constructed public intersection or roadway improvements would be impracticable.

NOW, THEREFORE, IT IS HEREBY AGREED between the Town and the Developer:

1. Recitals. The foregoing recitals shall constitute an integral part of this Agreement, and this Agreement shall be construed in light thereof.

2. Construction of Improvements. The Developer shall, at its own expense, construct the Improvements, which are more particularly describing in **Exhibit A** attached hereto and incorporated herein by reference (“**Plans**”). The Developer shall design, construct and install the Improvements (i) in a good and workmanlike manner, (ii) in compliance with this Agreement, Town Specifications, and all applicable Federal, State, and local laws, statutes, ordinances, rules, regulations, policies, and specifications, and (iii) in accordance with the Plans.

The Developer shall administer the construction contract without cost or expense to the Town except as provided for in this Agreement, and the Town may require the Developer to file reports of its administration with the Town’s Engineer.

3. Certification, Inspection, and Acceptance of Facilities. Upon completion of construction of the Improvements, Developer shall provide the Town with written certification and as-built drawings from Developer’s designated consulting engineering firm that the Improvements are complete and have been constructed and installed in compliance with this Agreement and within appropriate easements or fee simple parcels. Fee simple interest is required for street rights-of-way. The Improvements shall be offered for public dedication to the North Carolina Department of Transportation (“**NCDOT**”) upon completion of construction and shall be subject to inspection and

acceptance by the NCDOT. Upon the inspection and acceptance of the Improvements, Developer shall take any steps necessary to transfer title to and possession of the Improvements, and all related easements and fee simple parcels to the NCDOT. Thereafter, the NCDOT shall own the Improvements and have exclusive possession and control of the Improvements. In the event that any defect or breach of warranty claim becomes known after acceptance and dedication of the Improvements, Developer agrees either to pursue its rights and claims against the contractor or other party responsible for the defect or breach of warranty and pay over any recoveries to NCDOT or to assign such rights and claims to NCDOT as directed by NCDOT.

4. Approved Project Costs. The “**Approved Project Costs**” are those costs attributed to Town Improvements, as shown in the estimate provided by the Developer’s Engineer and attached hereto as **Exhibit B**. The Town agrees that within thirty (30) days after inspection and acceptance of the Improvements by NCDOT, the Town shall pay to Developer an amount equal to forty percent (40%) of the costs attributed to the construction of the westbound left turn lane, not to exceed \$111,000.00, and thirty-four percent (34%) of the costs attributed to the construction of the northbound left turn lane, not to exceed \$78,000.00, within the scope of the Improvements as shown in Exhibit B as may be modified as provided herein.

Costs that are not certified by the Developer’s Engineer and approved by the Town’s Engineer shall not be included in the Approved Project Costs. Approved Project Costs shall not include any costs for designing, bidding, and managing services.

The Town shall not participate in or be responsible to pay or reimburse any change order increasing the costs of the Improvements unless agreed to by the Town and approved by the Town’s Engineer in writing prior to execution of the change order. In other words, the costs associated with a change order shall be excluded from the Approved Project Costs unless the change order is pre-approved by the Town’s Engineer, which approval will not be unreasonably withheld, conditioned or delayed. Developer shall immediately upon learning of a proposed change order provide the Town with all the documentation and information needed for the Town to evaluate the proposed change order. In addition, the Approved Project Costs incurred by Developer in constructing the Improvements shall reflect any cost savings that reduce the amount that the Developer actually pays to construct the Improvements.

Developer agrees to provide the Town with any additional information reasonably requested by the Town in connection with the Approved Project Costs, provided that the Town requests such additional information within ten (10) business days of receipt of the detailed invoices from Developer.

5. Satisfaction of Traffic Signal Condition. The completion of the Improvements and payment of Approved Project Costs shall satisfy Condition E of the Holland Road Assembly Planned Unit Development zoning conditions which is associated with the approved rezoning # 21CZ14. Developer shall have no further responsibility for signal warrant analysis, installation of traffic signal,

or payment of fee-in-lieu for a traffic signal at the intersection of Holland Road and Old US Highway 1.

6. Notices. Any notice given pursuant to this Agreement shall be deemed given if (a) delivered by hand, or (b) faxed to the addressee and then deposited in the United States Mail to the addressee, postage paid certified mail, return receipt requested and addressed as follows:

If to the Town:           Town of Apex  
                                  Post Office Box 250  
                                  Apex, NC 27502-0250  
                                  Attention: Russell Dalton, Traffic Engineering Manager  
                                  Email: [russell.dalton@apexnc.org](mailto:russell.dalton@apexnc.org)

If to Developer:         Beazer Homes LLC  
                                  801 Corporate Center Dr  
                                  Raleigh, NC 27607  
                                  Attn: Daniel Zinner  
                                  Email: [daniel.zinner@beazer.com](mailto:daniel.zinner@beazer.com)

7. Termination for Failure to Complete. If Developer does not complete construction of the Improvements on or before the fifth anniversary of the full execution of this Agreement absent force majeure delays (as defined below), the Town may terminate this Agreement and have no further obligations to Developer.

8. Delay Beyond the Control of the Parties. Neither Developer nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. “Forces beyond the control of the parties” shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties’ control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Developer or Developer’s contractors or the Town. There could be changes in anticipated performance times and service costs. Developer will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

9. Indemnification. To the extent permitted by law, the Developer agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Developer or Developer's contractors.

10. Anti-Human Trafficking. The Developer warrants and agrees that no labor supplied by the Developer or the Developer's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

11. Insurance. The Developer shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the Developer shall require all of the Developer's subcontractors to maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Developer shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Developer to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

12. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Developer hereby warrants and agrees that Developer will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

13. E-Verify Compliance. The Developer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Developer shall require all of the Developer's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North

Carolina General Statutes (E-Verify). Town shall comply with North Carolina General Statute § 160A-169.1 (E-Verify).

14. Complete Agreement, Modifications, Waiver and Assignment. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Agreement may not be changed, modified, or amended orally, but only by an agreement in writing signed by both the Town and the Developer. No waiver of any of the provisions to this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement is not assignable without the written consent of all parties to this Agreement. There are no third-party beneficiaries of this Agreement.

15. No Agency, Joint Venturer Relationship. The Town and the Developer agree to exercise good faith in dealing with each other. The Town and the Developer are not agents, partners, or joint venturers of any kind, and the Town shall have no relationship via this Agreement with any third party with whom the Developer contracts in furtherance of this Agreement.

16. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed, interpreted and construed under the laws of the State of North Carolina without regard to principals of conflicts of laws. The parties agree that any dispute or other matter concerning this Agreement shall be decided by state or federal courts sitting in Wake County, North Carolina. The parties irrevocably submit to the sole and exclusive jurisdiction of such courts and waive all objections and defenses based on jurisdiction and/or improper or inconvenient venue. The parties agree that this Agreement may be enforced by specific performance.

17. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

**[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES FOLLOW]**

IN WITNESS WHEREOF, the Town and the Developer have duly executed this Agreement under seal as of the day and year first above written.

TOWN OF APEX

BY: \_\_\_\_\_(SEAL)  
Randal E. Vosburg, Town Manager

ATTEST:

\_\_\_\_\_  
Allen Coleman, Town Clerk

STATE OF NORTH CAROLINA    )  
WAKE COUNTY                    )

I, a Notary Public of the County and State aforesaid, certify that Allen Coleman, personally came before me this day and acknowledged that he is Town Clerk of the Town of Apex, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ [AFFIX NOTARIAL STAMP SEAL]  
[Signature of Notary Public]

My Commission Expires: \_\_\_\_\_

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

By:  
Antwan Morrison, Finance Director  
Town of Apex

BEAZER HOMES, LLC

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of Beazer Homes, LLC a North Carolina limited liability company, personally appeared before me this day and acknowledged due execution of the foregoing instrument on behalf of Beazer Homes, limited liability company.

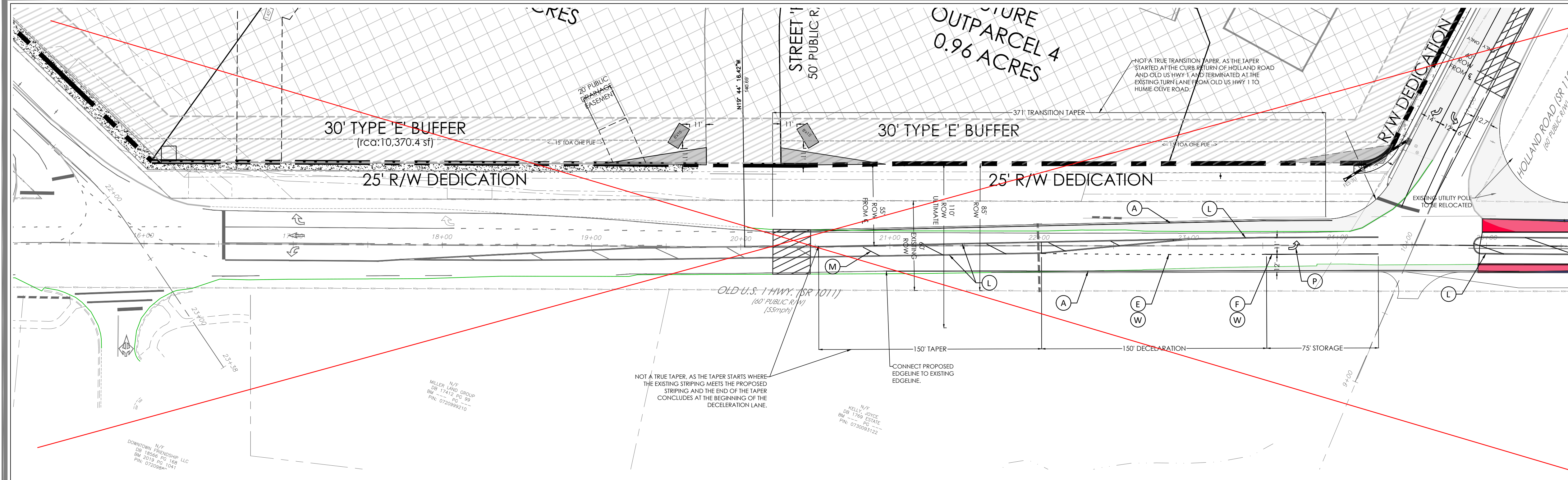
Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[AFFIX NOTARIAL STAMP SEAL]

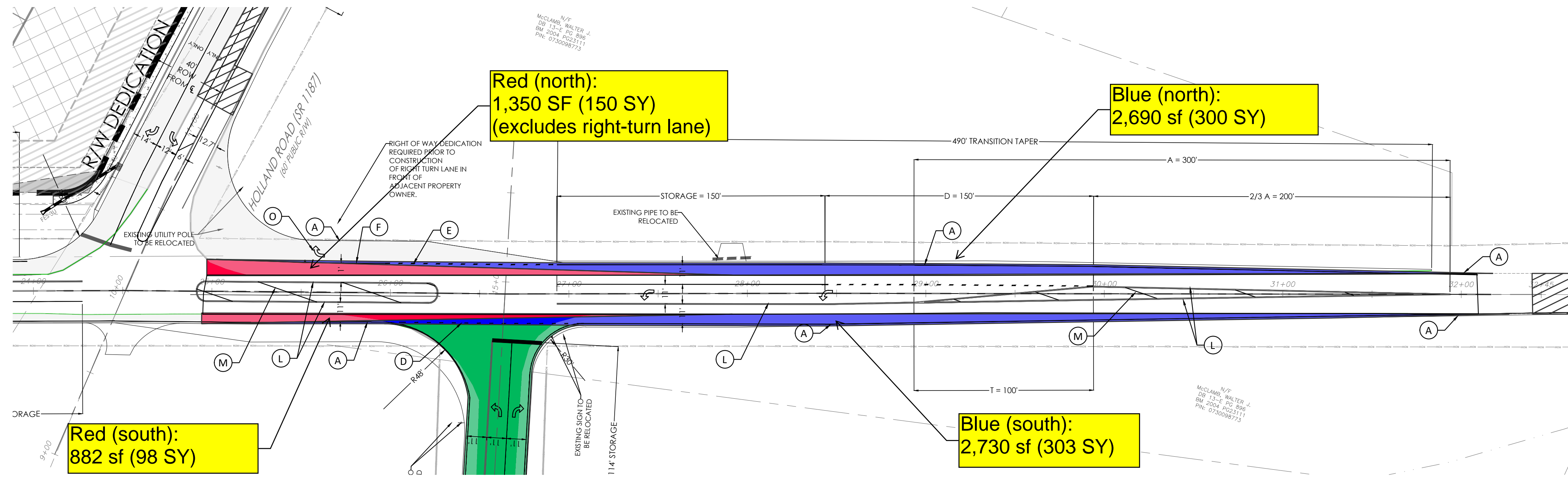
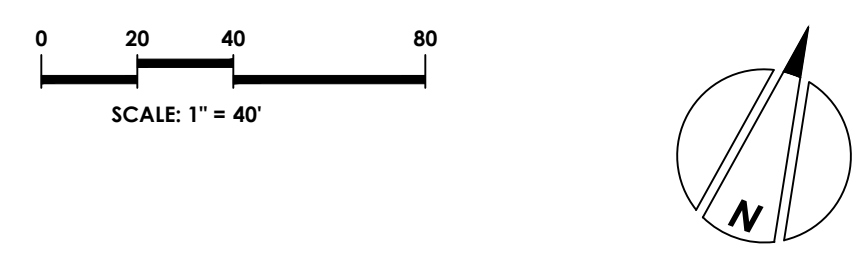
\_\_\_\_\_  
[Signature of Notary Public]

My Commission Expires: \_\_\_\_\_





**1 OLD US1 HWY SIGNAGE & STRIPING PLAN**  
C540 SCALE: 1"=40'



**2 OLD US1 HWY SIGNAGE & STRIPING PLAN**  
C540 SCALE: 1"=40'

**RED Hatch:** roadway improvements required per approved Summit TIA, including taper widening for 360 LF east of Holland Road to Holland Road (widening required to off-set the eastbound left turn lane from Old US 1 to Holland Road).

**BLUE Hatch:** roadway improvements above and beyond the Summit required improvements (as shown in red) for a Town sponsored westbound left turn lane from Old US 1 to Friendship Road. The turn lane adds ~240' of full lane widening to support the 150' full storage, 150' decel, and 200' approach/departure tapers (6' offset x 50 mph design speed).

**GREEN Hatch:** Friendship Road widening improvements. Cost sharing agreement for Friendship Road is 67% (Town of Apex) and 33% (The Summit builder). See following sheets for total improvements.

- (A) THERMOPLASTIC (4" WHITE, 90 MILS) EDGELINE
- (B) THERMOPLASTIC (4" WHITE, 120 MILS) 4"X10' SKIP
- (C) THERMOPLASTIC (12" WHITE, 120 MILS) 12"X3' WITH 3' MINI-SKIP
- (D) THERMOPLASTIC (4" WHITE, 120 MILS) 4"X2' WITH 6' MINI-SKIP
- (E) THERMOPLASTIC (4" WHITE, 120 MILS) 4"X3' WITH 9' MINI-SKIP
- (F) THERMOPLASTIC (4" WHITE, 120 MILS) SOLID LANE LINE
- (G) THERMOPLASTIC (12" WHITE, 90 MILS) DIAGONAL LINE
- (H) THERMOPLASTIC (24" WHITE, 120 MILS) STOP BAR
- (I) THERMOPLASTIC (4" YELLOW, 120 MILS) EDGELINE
- (J) THERMOPLASTIC (4" YELLOW, 120 MILS) 4"X10' SKIP LINE
- (K) THERMOPLASTIC (4" YELLOW, 120 MILS) SINGLE CENTER LINE
- (L) THERMOPLASTIC (4" YELLOW, 120 MILS) DOUBLE CENTER LINE
- (M) THERMOPLASTIC (12" YELLOW, 90 MILS) DIAGONAL LINE 2H:1V SLOPE (REFER TO NCDOT STANDARD DRAWING 1205.09)
- (N) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-STRAIGHT
- (O) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-STRAIGHT AND RIGHT
- (P) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-RIGHT
- (Q) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-LEFT
- (R) 4:1 TAPER
- (S) THERMOPLASTIC (8" WHITE, 120 MILS) PEDESTRIAN CROSSWALK LINE
- (T) MUTCD R4-7 (KEEP RIGHT)
- (U) MUTCD OM1-3 (TYPE 1 OBJECT MARKER)
- (V) MUTCD R3-4 (NO U-TURN)
- (W) MUTCD R6-1R (ONE WAY ONLY)
- (X) MUTCD R3-7R (RIGHT TURN ONLY)
- (Y) MUTCD R1-1 (STOP SIGN)
- (Z) MUTCD R3-5R (RIGHT TURN ONLY)
- (AA) THERMOPLASTIC (4" WHITE, 120 MILS) SOLID "ONLY" TEXT LINE
- (AB) REFER TO DETAIL 1205.01 SHEET C707 FOR WIDE STRIP REFERENCES

The signatures affixed below certify that this sheet has been reviewed and approved solely per the certifications signed on the cover sheet of these construction plans.

Transportation Engineering	Planning
Building Inspections	Planning - Transportation
Water Resources - Utility Engineering	Fire
Water Resources - Stormwater & S&EC	Parks, Recreation & Cultural Resources
Electric	

Project: (FKA: HOLLAND ROAD MIXED USE)  
**THE SUMMIT**  
2236 OLD US 1 HIGHWAY  
BUCKHORN TOWNSHIP  
APEX, NORTH CAROLINA 27502



NO.	DATE	BY	REVISION
1	July 7, 2023	JAR	TOWN OF APEX - CD Sheet No. 1
2	September 15, 2023	JAR	TOWN OF APEX - CD Sheet No. 2
3	November 3, 2023	JAR	TOWN OF APEX - CD Sheet No. 3
4	February 2, 2024	JAR	TOWN OF APEX - CD Sheet No. 4

title:  
**OLD US1 HWY SIGNAGE & STRIPING PLAN**

proj #: 200304  
date: APRIL 3, 2023  
dwg by: chkd by: FS JR  
scale: As Noted

sheet:  
**C540**  
(CONSTRUCTION DRAWINGS)



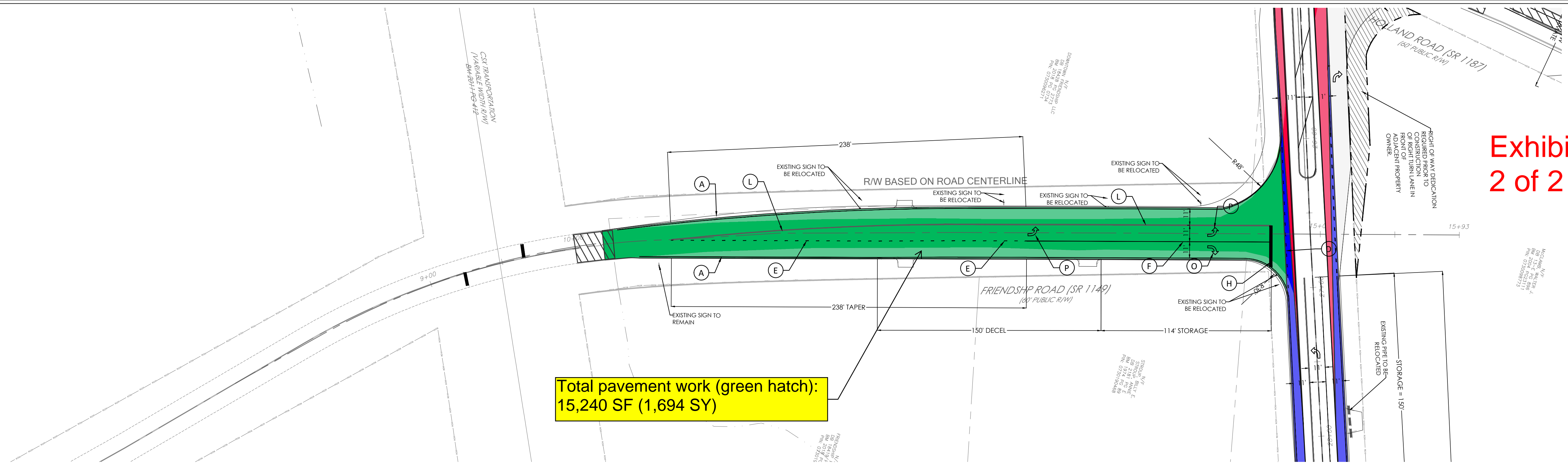


Exhibit A  
2 of 2

**1**  
**C510** **FRIENDSHIP ROAD SIGNAGE & STRIPING PLAN**  
SCALE: 1"=40'

**GREEN Hatch:** Friendship Road improvements required per discussions with Town of Apex. Summit zoning required 50' full storage left turn lane while Town of Apex Pleasant Park Phase 2 required 150' full storage.  
Overall Friendship Road cost would be split commensurate with required improvements for each project:  
- 66.67% (2/3) to Town of Apex  
- 33.33% (1/3) to The Summit

Improvement summary provided within the Construction Estimate provided to the Town of Apex for reimbursement agreement.

- (A) THERMOPLASTIC (4" WHITE, 90 MILS) EDGELINE
- (B) THERMOPLASTIC (4" WHITE, 120 MILS) 4"x10' SKIP
- (C) THERMOPLASTIC (12" WHITE, 120 MILS) 12"x3' WITH 3' MINI-SKIP
- (D) THERMOPLASTIC (4" WHITE, 120 MILS) 4"x2' WITH 6' MINI-SKIP
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- (F) THERMOPLASTIC (4" WHITE, 120 MILS) SOLID LANE LINE
- (G) THERMOPLASTIC (12" WHITE, 90 MILS) DIAGONAL LINE
- (H) THERMOPLASTIC (24" WHITE, 120 MILS) STOP BAR
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- (N) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-STRAIGHT
- (N3) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-STRAIGHT AND RIGHT
- (O) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-RIGHT
- (P) THERMOPLASTIC (WHITE, 120 MILS) DIRECTIONAL ARROW-LEFT
- (Q) 4:1 TAPER
- (R) THERMOPLASTIC (8" WHITE, 120 MILS) PEDESTRIAN CROSSWALK LINE
- (S) MUTCD R4-7 (KEEP RIGHT)
- (S8) MUTCD OM1-3 (TYPE 1 OBJECT MARKER)
- (S9) MUTCD R3-4 (NO U-TURN)
- (S10) MUTCD R6-1R (ONE WAY ONLY)
- (S11) MUTCD R3-7R (RIGHT TURN ONLY)
- (S12) MUTCD R1-1 (STOP SIGN)
- (S13) MUTCD R3-5R (RIGHT TURN ONLY)
- (T) THERMOPLASTIC (4" WHITE, 120 MILS) SOLID "ONLY" TEXT LINE
- (W) REFER TO DETAIL 1205.01 SHEET C707 FOR WIDE STRIP REFERENCES

The signatures affixed below certify that this sheet has been reviewed and approved solely per the certifications signed on the cover sheet of these construction plans.

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Building Inspections	Planning - Transportation
Water Resources - Utility Engineering	Fire
Water Resources - Stormwater & S&EC	Parks, Recreation & Cultural Resources
Electric	



NC License #P-0673

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**THE SUMMIT**  
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title:  
**FRIENDSHIP ROAD SIGNAGE & STRIPING PLAN**

proj #: 200304  
date: APRIL 3, 2023  
dwg by: FS chkd by: JR  
scale: As Noted  
sheet: **C510**  
(CONSTRUCTION DRAWINGS)

# The Summit - Old US 1 Highway (south-west bound) Left Turn Lane Construction Estimate

June 1, 2024 Revision

		Peak Engineering				Town of Apex Reimbursement			
Item	Quantity	Unit	Unit Price	Total	Quantity	% Reimbursement	Quantity	Unit Price	Total
Paving Mobilization	1.00	LS	\$5,000.00	\$5,000.00	1.00	0.71	0.71	\$5,000.00	\$3,550.00
Clear, Grub & Haul Off	1.00	LS	\$12,000.00	\$12,000.00	1.00	0.71	0.71	\$12,000.00	\$8,520.00
Utility Location	1.00	LF	\$3,900.00	\$3,900.00	1.00	0.71	0.71	\$3,900.00	\$2,769.00
Traffic Control	1.00	LS	\$40,000.00	\$40,000.00	1.00	0.71	0.71	\$40,000.00	\$28,400.00
Silt Fence/Tree Fence/Limits Dist.	1100.00	LF	\$3.50	\$3,850.00	1100.00	0.71	781.00	\$3.50	\$2,733.50
Seeding - Permanent	0.75	ACRE	\$1,837.50	\$1,837.50	0.75	0.71	0.53	\$2,450.00	\$1,304.63
Milling (ex. Pymt section only)	1728.00	SY	\$5,616.00	\$5,616.00	1728.00	0.71	1226.88	\$3.25	\$3,987.36
1.5" Mill & Butt Joints (tie ins) (Cardinal)	200.00	SY	\$0.00	\$0.00	200.00	0.50	100.00	\$0.00	\$0.00
Butt Joint Milling (Southern Cross)	1.00	LS	\$6,000.00	\$6,000.00	1.00	0.50	0.50	\$6,000.00	\$3,000.00
Pavement 1.5" Overlay (entire road overlay)	2641.00	SY	\$15.00	\$39,615.00	2641.00	0.71	1875.11	\$15.00	\$28,126.65
Pavement 1.5" (1st Lift)	851.00	SY	\$15.00	\$12,765.00	851.00	0.71	603.00	\$15.00	\$9,045.00
Pavement 3" S9.5C	0.00	SY	\$0.00	\$0.00	0.00	0.71	0.00	\$0.00	\$0.00
Pavement 4" 119.0	851.00	SY	\$35.00	\$29,785.00	851.00	0.71	603.00	\$35.00	\$21,105.00
Pavement 10" ABC	240.00	TON	\$48.00	\$11,520.00	240.00	0.71	170.40	\$48.00	\$8,179.20
Pavement 5" B25.0	425.00	SY	\$60.00	\$25,500.00	425.00	0.71	301.75	\$60.00	\$18,105.00
Pavement - Wedge (ALLOWANCE)	30.00	TON	\$250.00	\$7,500.00	30.00	0.71	21.30	\$250.00	\$5,325.00
6" Concrete Driveway (1 driveways)	30.00	SY	\$100.00	\$3,000.00	30.00	0.67	20.10	\$100.00	\$2,010.00
Pavement Markings - Thermo	1.00	LS	\$30,000.00	\$30,000.00	1.00	0.71	0.71	\$24,000.00	\$17,040.00
Pavement Markings - 12"-24" Thermo	0.00	LF	\$14.35	\$0.00	0.00	0.71	0.00	\$14.35	\$0.00
Pavement Markings - 4" Thermo	0.00	LF	\$3.50	\$0.00	0.00	0.71	0.00	\$3.50	\$0.00
Pavement Markings - Symbols	0.00	EA	\$215.00	\$0.00	0.00	0.71	0.00	\$215.00	\$0.00
Road Signs	6.00	EA	\$500.00	\$3,000.00	6.00	0.71	4.26	\$500.00	\$2,130.00
Earthwork & grading	1.00	LS	\$18,500.00	\$18,500.00	1.00	0.50	0.50	\$18,500.00	\$9,250.00
30" Curb and Gutter	0.00	LF	\$18.70	\$0.00	0.00	0.00	0.00	\$18.70	\$0.00
Curb Ramps	0.00	EA	\$2,000.00	\$0.00	0.00	0.00	0.00	\$2,000.00	\$0.00
Drainage Structures	0.00	EA	\$2,500.00	\$0.00	0.00	0.00	0.00	\$2,500.00	\$0.00
18" Storm Pipe	0.00	LF	\$81.00	\$0.00	0.00	0.00	0.00	\$81.00	\$0.00
15" RCP Class IV Storm Pipe	40.00	LF	\$70.00	\$2,800.00	58.00	0.67	38.86	\$70.00	\$2,720.20
Storm Pipe Bedding	40.00	LF	\$20.00	\$800.00	58.00	0.67	38.86	\$20.00	\$777.20
15" FES	0.00	EA	\$950.00	\$0.00	0.00	0.00	0.00	\$950.00	\$0.00
Rip-Rap	10.00	TN	\$72.00	\$720.00	10.00	0.67	6.70	\$72.00	\$482.40
Dry Utility Relocation ALLOWANCE	1.00	LS	\$14,000.00	\$14,000.00	1.00	0.50	0.50	\$14,000.00	\$7,000.00
<b>Total</b>				<b>\$277,708.50</b>					<b>\$185,560.14</b>
Overhead and Profit				\$0.00					\$0.00
<b>Final Construction Cost Estimate</b>				<b>\$277,708.50</b>					<b>\$185,560.14</b>



# The Summit - Friendship Road (northbound) Turn Lane Construction Estimate

June 1, 2024 Revision

		Peak Engineering								
Item	Quantity	Unit	Overall Project Cost		Town of Apex Reimbursement					
			Unit Price	Total	Quantity	% Reimbursement	Quantity	Unit Price	Total	
Paving Mobilization	1.00	LS	\$5,000.00	\$5,000.00	1.00	0.67	0.67	\$5,000.00	LS	\$3,350.00
Clear, Grub & Haul Off	1.00	LS	\$12,000.00	\$12,000.00	1.00	0.67	0.67	\$12,000.00	LS	\$8,040.00
Utility Location	1.00	LS	\$3,500.00	\$3,500.00	1.00	0.67	0.67	\$3,500.00	LF	\$2,345.00
Traffic Control	1.00	LS	\$28,450.00	\$28,450.00	1.00	0.67	0.67	\$28,450.00	LS	\$19,061.50
Silt Fence/Tree Fence/Limits Dist.	600.00	LF	\$3.50	\$2,100.00	600.00	0.67	402.00	\$3.50	LF	\$1,407.00
Seeding - Permanent	0.20	ACRE	\$490.00	\$490.00	0.20	0.67	0.13	\$2,450.00		\$328.30
Milling (ex. Pymt section only)	959.00	SY	\$3.25	\$3,116.75	959.00	0.67	642.53	\$3.25	SY	\$2,088.22
1.5" Mill & Butt Joints (tie ins) (Cardinal)	150.00	SY	\$0.00	\$0.00	150.00	0.67	100.50	\$0.00		\$0.00
Butt Joint Milling (Southern Cross)	1.00	LS	\$6,000.00	\$6,000.00	1.00	0.67	0.67	\$6,000.00		\$4,020.00
Pavement 1.5" Overlay (entire road overlay)	1694.00	SY	\$15.00	\$25,410.00	1694.00	0.67	1134.98	\$15.00	SY	\$17,024.70
Pavement 1.5" (1st Lift)	735.00	SY	\$15.00	\$11,025.00	735.00	0.67	603.00	\$15.00	SY	\$9,045.00
Pavement 3" S9.5C	0.00	SY	\$0.00	\$0.00	0.00	0.67	0.00	\$0.00	SY	\$0.00
Pavement 4" I19.0	765.00	SY	\$35.00	\$26,775.00	765.00	0.67	603.00	\$35.00	SY	\$21,105.00
Pavement 10" ABC	382.00	TON	\$48.00	\$18,336.00	382.00	0.67	255.94	\$48.00	TON	\$12,285.12
Pavement 5" B25.0	355.00	SY	\$60.00	\$21,300.00	355.00	0.67	237.85	\$60.00	SY	\$14,271.00
Pavement - Wedge (ALLOWANCE)	0.00	TON	\$0.00	\$0.00	0.00	0.67	0.00	\$250.00	TON	\$0.00
6" Concrete Driveway (1 driveways)	0.00	SY	\$100.00	\$0.00	0.00	0.67	0.00	\$100.00	SY	\$0.00
Pavement Markings - Thermo	1.00	LS	\$30,000.00	\$30,000.00	1.00	0.67	0.67	\$30,000.00	LS	\$20,100.00
Pavement Markings - 12"-24" Thermo	0.00	LF	\$14.35	\$0.00	0.00	0.67	0.00	\$14.35	LF	\$0.00
Pavement Markings - 4" Thermo	0.00	LF	\$3.50	\$0.00	0.00	0.67	0.00	\$3.50	LF	\$0.00
Pavement Markings - Symbols	0.00	EA	\$215.00	\$0.00	0.00	0.67	0.00	\$215.00	EA	\$0.00
Road Signs	5.00	EA	\$500.00	\$2,500.00	5.00	0.67	3.35	\$500.00	EA	\$1,675.00
Earthwork & grading	1.00	LS	\$18,500.00	\$18,500.00	1.00	0.67	0.67	\$18,500.00	LS	\$12,395.00
30" Curb and Gutter	0.00	LF	\$18.70	\$0.00	0.00	0.67	0.00	\$18.70	LF	\$0.00
Curb Ramps	0.00	EA	\$2,000.00	\$0.00	0.00	0.67	0.00	\$2,000.00	EA	\$0.00
Drainage Structures	0.00	EA	\$2,500.00	\$0.00	0.00	0.67	0.00	\$2,500.00	EA	\$0.00
18" Storm Pipe	0.00	LF	\$81.00	\$0.00	0.00	0.67	0.00	\$81.00	LF	\$0.00
15" RCP Class IV Storm Pipe	55.00	LF	\$70.00	\$3,850.00	55.00	0.67	36.85	\$70.00	LF	\$2,579.50
Storm Pipe Bedding	55.00	LF	\$20.00	\$1,100.00	55.00	0.67	36.85	\$20.00	LF	\$737.00
15" FES	0.00	EA	\$950.00	\$0.00	0.00	0.67	0.00	\$950.00	EA	\$0.00
Rip-Rap	0.00	TN	\$72.00	\$0.00	0.00	0.67	0.00	\$72.00	TN	\$0.00
Dry Utility Relocation ALLOWANCE	1.00	LS	\$10,000.00	\$10,000.00	1.00	0.67	0.67	\$10,000.00	LS	\$6,700.00
<b>Total</b>				<b>\$229,452.75</b>						<b>\$158,557.34</b>
Overhead and Profit			\$0.00	\$0.00						\$0.00
<b>Final Construction Cost Estimate</b>				<b>\$229,452.75</b>						<b>\$158,557.34</b>



**Total Town of Apex Reimbursement for Friendship Road Widening (67.7% of total cost) \$153,044.98**