

NORTH CAROLINA  
WAKE COUNTY

**SUPPLEMENTAL AGREEMENT**

DATE: 1/16/2024

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: EB-6021

AND

WBS ELEMENTS: PE \_\_\_\_\_

ROW \_\_\_\_\_

TOWN OF APEX

CON 48818.3.1

OTHER FUNDING:

FEDERAL-AID #: 0520125

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$3,442,629

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 8/29/2019, entered into a certain Project Agreement for the original scope: the construction of Beaver Creek Greenway which will complete a missing gap in the greenway corridor between Kelly Road Park and Apex Nature Park and realign an adjacent segment of existing Beaver Creek Greenway in Apex, programmed under Project EB-6021; and,

WHEREAS, this Supplemental Agreement is to provide additional TADA funding for the 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 80% of eligible expenses incurred by the Municipality up to a maximum of \$4,495,510 of TADA funds. The Municipality will provide \$2,581,971 as their local match and all costs that exceed the total estimated cost per the Revised Funding Table below:

**REVISED FUNDING TABLE**

<b>Fund Source (Agreement #)</b>	<b>Federal Funds Amount</b>	<b>Reimbursement Rate</b>	<b>Non-Federal Match \$</b>	<b>Non-Federal Match Rate</b>
TADA (#8841)	\$1,052,881	80%	\$263,221	20%
TADA (#12780)	\$3,442,629	80%	\$860,658	20%
<b>Subtotal</b>	<b>\$4,495,510</b>	80%	<b>\$1,123,879</b>	20%
<b>Additional Local Participation</b>			<b>\$2,581,971</b>	100%
<b>Total Estimated Cost</b>		<b>\$8,201,360</b>		

**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 estimated cost, or \$820,136 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 rate. For all cost 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.

## **OTHER PROVISIONS**

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

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 Agreement heretofore executed by the Department and the Municipality on 8/29/2019, 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: \_\_\_\_\_ (Date)