

NORTH CAROLINA
ORANGE COUNTY

DATE: MARCH 20, 2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AMENDMENT NO. 1 TO THE
PRELIMINARY ENGINEERING,
CONSTRUCTION FUNDING AND
MAINTENANCE AGREEMENT

AND

TOWN OF HILLSBOROUGH

TIP: P-5701
WBS: 46395.1.1, PE
WBS: TBD, CON

AND

RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION
AUTHORITY D/B/A GOTRIANGLE

THIS AMENDMENT NO. 1 TO THE PRELIMINARY ENGINEERING, CONSTRUCTION FUNDING AND MAINTENANCE AGREEMENT (hereinafter "Amendment") 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 "Department"); the TOWN OF HILLSBOROUGH, a local government entity, (hereinafter "Municipality"); and RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY D/B/A GOTRIANGLE, a public body politic and corporate of the State of North Carolina, (hereinafter "GoTriangle"). Each party will hereinafter be referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the Parties have previously entered into a Preliminary Engineering, Construction Funding and Maintenance Agreement (hereinafter "Original Agreement"), effective February 23, 2021, pursuant to which the Parties have agreed to participate in the preliminary engineering, construction, and maintenance of the new Hillsborough Train Station located in the Town of Hillsborough, North Carolina (hereinafter "Project") and more particularly described in the Original Agreement; and

WHEREAS, the Department, the Municipality, and GoTriangle now desire to amend the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the Project, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Agreement on the terms set forth below. The terms used but not defined herein shall have the meanings set forth within the Original Agreement.

The Original Agreement shall have the following items modified, amended, and/or appended:

1. On Page 2, delete the following Whereas clause:

WHEREAS, it is in the best interest of the Parties to pursue, to the extent feasible, additional funding for design and construction of the platform and canopy, and any track and signal work for which this Agreement does not provide; and

2. In Section 1, the Scope of Work will be amended to the following:

The Preliminary Engineering scope of work shall consist of the planning and design of the proposed Hillsborough Train Station building and site, as shown on the site plan attached as EXHIBIT A and made a part of this Agreement.

The Project Work includes construction of portions of the proposed Hillsborough Train Station building and site on land owned by the Municipality (Phase 1).

The Project Work also includes construction of a platform, canopy, and access within the North Carolina Railroad Company (NCRR) corridor (Phase 2).

3. In Section 2, Subsection B, delete the following:

- iii. Pursue, to the extent feasible, additional funding for design and construction of the platform and canopy and any track work and signal work for which this Agreement does not provide.

4. In Section 11, the Funding shall be amended to the following:

The Estimated Cost of the Project is Eight Million Dollars (\$8,000,000).

The Department will be responsible for the cost of Preliminary Engineering and the Project Work in the total not to exceed amount of Seven Million Two Hundred Eighty Thousand Dollars (\$7,280,000.00).

The Municipality will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed Thirty-Four Thousand Dollars (\$34,000.00) as its initial guaranteed contribution plus one hundred percent (100%) of all costs which exceed the Estimated Cost.

GoTriangle will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed Six Hundred Eighty-Six Thousand Dollars (\$686,000.00).

It is understood by all Parties to this Agreement that the amounts dedicated to the Project are based upon an estimated cost of the Project.

5. In Section 13, the following subheading will be added:

- d. ACH PAYMENTS. It is the Department's policy to pay invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices via ACH, if applicable, the party(ies) shall execute the Department's standard State of North Carolina Department of Transportation ACH – EFT Authorization Form (hereinafter "ACH Authorization Form").

All successive subheadings after this subheading "d" will be reordered beginning with "e" and continue until all subheadings are redefined with the remainder of Section 13 remaining the same.

6. In Section 15, the Municipality's and GoTriangle's representative information will be amended to the following:

Stephanie Trueblood, Public Space and Sustainability Manager, shall serve as the Municipality's representative and project manager for the Project Work as set forth in this Agreement. All notices, correspondence, and questions should be directed to her at Stephanie.Trueblood@hillsboroughnc.gov or by calling (919) 296-9481.

Bryan Hammond, Senior Architect, shall serve as GoTriangle's representative and project manager for this Project as set forth in this Agreement. All notices, correspondence, and questions should be directed to him at bhammond@gotriangle.org or by calling (919) 485-7433.

7. EXHIBIT A, "Site Plan," will be superseded by amended Exhibit A, attached hereto.

Except as hereinafter expressly amended, the Original Agreement shall remain in full force and effect. All covenants, terms, obligations, and conditions of the Original Agreement, not modified or amended by this Amendment, are hereby ratified and confirmed.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 TO THE PRELIMINARY ENGINEERING, CONSTRUCTION FUNDING AND MAINTENANCE AGREEMENT has been executed, the last day and year set out below, on the part of the Department, the Municipality, and GoTriangle by authority duly given.

N.C.G.S. § 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 Amendment, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

TOWN OF HILLSBOROUGH

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MUNICIPAL SEAL

Approved by the Town of Hillsborough
governing board as attested by the signature of

Clerk of the Board of
Commissioners

(Date)

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

Town of Hillsborough

MAILING ADDRESS

Town of Hillsborough
P.O. Box 429
Hillsborough, NC 27278-0429
ATTN: [Contact Name]
[Job Title]
[Email]
[Phone]

IN WITNESS WHEREOF, this AMENDMENT NO. 1 TO THE PRELIMINARY ENGINEERING, CONSTRUCTION FUNDING AND MAINTENANCE AGREEMENT has been executed, the last day and year set out below, on the part of the Department, the Landlord, and the Tenant by authority duly given.

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WITNESS

RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION AUTHORITY
D/B/A GOTRIANGLE

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

FEDERAL TAX IDENTIFICATION NUMBER

Saundra Freeman, Director of Finances and
Administrative Services

Research Triangle Regional Public
Transportation Authority d/b/a GoTriangle

Reviewed and approved as to legal form:

General Counsel

MAILING ADDRESS

GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709
ATTN:

[Job Title]
[Email]
[Phone]

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ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: _____

NAME: Julie White

TITLE: Processing Assistant

TITLE: Deputy Secretary of Multi-Modal
Transportation

DATE: _____

DATE: _____

SEAL

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Design and Construction Branch
1553 Mail Service Center
Raleigh, North Carolina 27699-1553
ATTN: Craig Newton, PE
Facilities Engineer Consultant
cmnewton@ncdot.gov

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____
TBD
(Date)

EXHIBIT A
SITE PLAN