

AGREEMENT OVERVIEW

NORTH CAROLINA
HENDERSON COUNTY

DATE: 4/9/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: B-5929
WBS ELEMENTS: PE 50150.1.1
ROW 50150.2.1
CON 50150.3.1

AND

CITY OF HENDERSONVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of the replacement of Bridge No. 350 on Old Dana Road over Devils Fork Creek.

PURPOSE OF SUPPLEMENTAL AGREEMENT (CHANGES TO BE MADE): The Department will administer the construction phase of the Project with 100% Federal Bridge Program funds. The Department will reimburse the Municipality for 80% of eligible preliminary engineering and right of way costs.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

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 City of Hendersonville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, the **Department** and the **Municipality** on 6/16/2015, entered into a certain Project Agreement for the original scope: Replacement of Bridge No. 350 on Old Dana Road over Devils Fork Creek, programmed under TIP #B-5929; and,

WHEREAS, the **Municipality** has requested that the Department let and administer the construction contract for the project with federal funding; and,

WHEREAS, the **Department** will utilize 100% Federal Bridge Program funding for all costs of construction; and,

WHEREAS, the **Department** will continue to reimburse the **Municipality** 80% of eligible expenses on the Preliminary Engineering and Right of Way phases;

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

3. FUNDING

Subject to compliance by the **Municipality** with the provisions set forth in this Agreement and any previous agreements and the availability of federal funds, the **Department** shall participate in 80% of actual eligible costs of the preliminary engineering and right of way phases through reimbursement to the **Municipality**. The **Department** will utilize 100% Federal Bridge Program funding for the construction phase of the Project.

4. TIME FRAME

The Municipality shall complete all PE and ROW work outlined in the Agreement by December 31, 2025, and shall submit all invoices within one year of completion of work.

Provisions 13 – 16

The **Department** will request construction authorization from FHWA; advertise and let the construction contract; administer the construction contract; and perform all necessary close-out procedures.

18. REIMBURSEMENT

Activities eligible for funding reimbursement from the **Department** to the **Municipality** shall include:

- Design
- Environmental Documentation

- ROW Acquisition
- Utility Relocation (performed prior to construction)

Construction costs will be an eligible project cost and will be covered with 100% Federal Bridge Program funding by the **Department**.

20. OTHER PROVISIONS

INDEMNIFICATION OF DEPARTMENT

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

- This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the Parties. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- The Parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the Parties consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The Parties also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby

SUPPLEMENTAL AGREEMENT
AGREEMENT ID # 13200

through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

Except as hereinabove provided, the Agreement heretofore executed by the **Department** and the **Municipality** on 6/16/2015 is ratified and affirmed as therein provided.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF HENDERSONVILLE

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS:

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: _____ Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF HENDERSONVILLE

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)