

NORTH CAROLINA
GUILFORD COUNTY

7th SUPPLEMENTAL AGREEMENT

DATE: 10/2/2017

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EL-5101DJ

AND

WBS ELEMENTS: PE 41823.1.2

CITY OF GREENSBORO

CON 41823.3.13

FEDERAL-AID #: STPDA-0708(31)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$7,331,815

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 Greensboro, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 9/8/2010, entered into a certain Project Agreement for developing the environmental document and 100% construction design of the Phase 2 portion of the Downtown Greenway in Greensboro; and the Department and the Municipality on 2/1/2016 entered into a supplemental agreement to add construction phase to the project. Project limits include Murrow Boulevard from Gate City Boulevard to Fisher Avenue and Fisher Avenue from Murrow Boulevard to Greene Street. The project will reconstruct the Gate City and Murrow intersection; reduce the number of lanes on Murrow northbound from three to two; relocate the northern curb line on Fisher; remove the Summit Avenue southbound on-ramp to Murrow Boulevard; and construct a multi-use path on the east side of Murrow and the north side of Fisher within the project limits; and programmed under Project EL-5101 DJ; and,

WHEREAS, the Department and the Municipality on 5/13/2011, 1/12/2012, 4/5/2013, 9/22/2014, and 7/6/2015 mutually agreed to extend the completion date for the Project; and

WHEREAS, on 6/13/2016, the scope of the Project was expanded to add the construction phase and extend the completion date for the Project,

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

2. SCOPE OF THE PROJECT

The project consists of the design and construction of the Phase 2 portion of the Downtown Greenway in Greensboro. Project limits include Murrow Boulevard from Gate City Boulevard to Fisher Avenue and Fisher Avenue from Murrow Boulevard to Greene Street. The project will reconstruct the Gate City and Murrow intersection; reduce the number of lanes on Murrow northbound from three to two; relocate the northern curb line on Fisher; remove the Summit Avenue southbound on-ramp to Murrow Boulevard; and construct a multi-use path on the east side of Murrow and the north side of Fisher within the project limits; and programmed under Project EL-5101 DJ; and,

3. FUNDING

The Department's original participation was \$693,000. The Department agrees to reimburse the Municipality for the construction phase consistent with the following revised funding table which supersedes the original construction funding:

Fund Source	Federal Funds Amount	Reimbursement Rate	Local Match	Local Match Rate
STP-DA (revised construction funding amount)	2,761,048	80%	690,262	20%
TAP (revised construction funding amount)	4,570,767	80%	1,142,692	20%
Total Estimated Cost	\$9,164,769			

FUNDING FOR 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 \$916,477 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 costs 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.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 9/8/2010, 5/13/2011, 1/12/2012, 4/5/2013, 9/22/2014, 7/6/2015, and 6/13/2016 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:

CITY OF GREENSBORO

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.

Approved the City of Greensboro as attested to by the signature of _____,

Clerk of the _____ (Governing Board) on _____ (Date)

(SEAL)

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

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greensboro

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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