

NORTH CAROLINA
DURHAM COUNTY

SUPPLEMENTAL TIP AGREEMENT

DATE: 2/22/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-3308

AND

WBS ELEMENT: 34915.3.FR1

CITY OF DURHAM

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 Durham, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 5/4/2015, entered into a certain Project Agreement for improvements on NC 55 (Alston Avenue) from NC 147 (Buck Dean Freeway) to north of US 70 Bus/NC 98 (Holloway Street), programmed under Project U-3308; and,

WHEREAS, the parties have agreed to supplement the Project Agreement with municipal maintenance responsibilities upon completion of the Project;

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

MAINTENANCE

Upon completion of the Project, the Municipality will be responsible for restriping the two-lane section from Main Street to US 70 Business/NC 98 (Holloway Street) to four lanes when traffic volumes reach 20,000 vehicles per day. If the Municipality does not complete the restriping once thresholds are met, the Department will complete the work and the Powell Bill Money allocated for the City of Durham would be reduced by the amount needed to complete the work associated with the restriping.

Upon completion of the current Alston Avenue widening Project, the Municipality will be responsible for maintenance of the new Pettigrew Street Bridge and approaches.

E-VERIFY

If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the N.C.G.S.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 5/4/2015, 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 DURHAM

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 by the City of Durham as attested to by the signature of _____,

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

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:

City of Durham

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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