

CITY OF PALMER ACTION MEMORANDUM

SUBJECT: Authorize the City Manager to Enter into the Construction Memorandum of Agreement with the Alaska Department of Transportation for the Palmer Urban Revitalization Project

AGENDA OF: June 10, 2008

	Authorized
--	------------

Approved for presentation by B. B. Allen, City Manager *B.B. Allen*

Route To:	Department/Individual:	Initials:	Remarks:
x	Originator (City Manager)		
x	City Clerk	<i>JM</i>	
x	City Attorney	<i>[Signature]</i>	
	Director of Public Safety		
	Director of Administration		
	Director of Community Services		
	Director of Public Works		

Attachment(s): Memorandum of Agreement, Amendment No. 1

Finance Director's Certification of Funds:

	No fiscal impact.	
	Funds are budgeted from this account number:	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Finance Director Signature: _____

Summary statement: The purpose of this amendment is to identify a clear division of roles and responsibilities for construction of the Palmer Urban Revitalization Project. Existing funds are available to cover the estimated base bid cost estimate. Additional project funds contributed by the city are not required for the Alaska Department of Transportation (ADOT) to proceed with project bidding because there are adequate project funds to cover the base bid cost estimate (base bid engineers estimate plus 20% contingency). Execution of this amendment will authorize the ADOT to proceed with project bidding.

Administration recommendation: Approve action memorandum 08-044.



**Amendment to
Memorandum of Agreement
Between State of Alaska and
City of Palmer**

Amendment Number One

Palmer Urban Revitalization Project

AKSAS Project No. 55430

Federal Project No. TCFP-TCSE (7)

May 28, 2008

This document amends the Memorandum of Agreement between the State of Alaska and the City of Palmer executed on May 21, 2003. The intent of this memorandum amendment is to identify a clear division of roles and responsibilities for construction. Except as expressly modified by this amendment, all provisions in the agreement remain in effect.

Section 4 – FUNDING

Add the following after the first paragraph of Section 4A:

The project is funded by the following federal grants:

<i>Grant Reference</i>	<i>Federal Grant Amount</i>
FFY 2003 Appropriation - TCSP: Palmer Urban Revitalization	\$ 1,242,925
FFY 2003 Appropriation - TCSP	\$ 129,000
	\$ 1,371,925

Add the following paragraphs:

- E. The Department will be responsible for any non-FHWA reimbursable costs incurred as a result of non-compliance with FHWA rules and regulations resulting from the Department's construction administration of the project.
- F. The Department and the City agree that they will work cooperatively to secure funds to cover any costs required for the completion of this project in excess of the above amount. This does not obligate the Department to program or expend additional state or federal funding for the project nor the City to expend additional City funds beyond what is included in this Agreement.

Add the following section:

SECTION 23 - CONSTRUCTION

A. Construction Project Management

1. The Department will advertise, award and administer construction of the project. The construction contract will be between the Department and the construction contractor. The Department's Construction Project Manager is in responsible charge, and will monitor the contractor's work and progress through their on-site Project Engineer for the duration of the project through final records approval.
2. The City's Project Manager shall represent the City and shall provide recommendations to changes to funding and/or scope during construction.
3. The City's Project Manager shall be the single-point-of-contact between the Department and the City and shall be responsible for keeping all branches of the City informed of any changes that could affect the contract price and project scope.

B. Construction Funding

1. **Obligation Authority:** Federal funding for this project is \$1,371,925.
2. **Additional City Contribution:** No additional contribution from the City is needed to bid the project. The City may agree to provide additional funding to the Department to make up the difference between the funds available and lowest responsive bid prior to bid award. The exact amount of the additional City contribution will be determined in a future amendment and cannot be modified except by an amendment to the agreement approved by the City Council.
3. **Change Orders during Construction:** The City will be consulted and maintains the option to provide additional project funding, if required, to cover approved cost overruns and change order expenses. For costs overruns that the City elects not to provide additional funding for, the Department after consultation with the City will be solely responsible and have the authority to modify the project to maintain the project budget.
4. Upon project completion and final project closeout, actual Construction Phase cost will be compared to the total construction funding available to the project through this Agreement.
5. The additional City contribution shall be appropriated to the Department prior to the request for Authority to Proceed with construction from FHWA (per P&P 04.01.040). Funds will held in a non-interest bearing trust account to be used only for this project. Any funds not expended will be returned to the City.

Project Budget

Type of Work	Total Project Funds Through Last Agreement	This Supplement	Estimated Total Project Funds
---------------------	---	--------------------	-------------------------------------

Preliminary Engineering

City Work	\$ 165,000	\$ 188,440	\$ 353,440
Other	\$ 12,375	\$ (12,375)	\$ -
State Services	\$ 47,625	\$ 36,722	\$ 84,347
Total PE Cost Estimate	\$ 225,000	\$ 212,787	\$ 437,787

Right of Way

City Work	\$ -	\$ -	\$ -
Other	\$ 550	\$ (550)	\$ -
State Services	\$ 9,450	\$ (9,450)	\$ -
Total ROW Cost Estimate	\$ 10,000	\$ (10,000)	\$ -

Utilities

City Work	\$ -	\$ -	\$ -
Other	\$ 2,750	\$ (2,750)	\$ -
State Services	\$ 47,250	\$ (47,250)	\$ -
Total Utilities Cost Estimate	\$ 50,000	\$ (50,000)	\$ -

Construction

City Work	\$ -		
Other	\$ 44,300	\$ (44,300)	\$ -
State Forces	\$ 761,138	\$ -	\$ 934,138
Total Construction Cost Estimate	\$ 805,438	\$ (44,300)	\$ 934,138

Total Project Cost Estimate \$ **1,090,438** \$ **108,487** **\$1,371,925**

Accepted for the City of Palmer:

B. B. Allen, City Manager

Date

Accepted for the Department of Transportation & Public Facilities:

Robert A. Campbell, PE

Date

Pre-Construction Engineer

Department of Transportation & Public Facilities

Memorandum of Agreement

Between

The State of Alaska Department of Transportation and Public Facilities

And

The City of Palmer

For

TCSP: Palmer Urban Revitalization Project

Environmental Document and PS&E

This Agreement is effective upon execution by the State of Alaska, Department of Transportation and Public Facilities, hereinafter called the Department, and the City of Palmer, hereinafter called the City.

The Department and the City do hereby agree to the following:

1. SCOPE OF WORK

A previous agreement between the Department and the City utilized a 2001 Transportation and Community and System Preservation (TCSP) grant to complete the planning activities for the re-development of the railroad corridor within the City of Palmer. That agreement has been terminated since the completion of the following documents: Palmer Urban Revitalization Scoping Summary Report, Palmer Urban Revitalization Development Plan, and the Palmer Urban Revitalization Phase I Environmental Site Assessment.

Under this agreement, the design phase of the project will be completed utilizing a 2002 TCSP grant. The TCSP: Palmer Urban Revitalization project will re-develop the 200-foot wide corridor within the railroad right of way from Inner Springer Loop to the Matanuska River into a park strip through the City of Palmer, approximately 2.8 miles. Improvements may include shared-use pathways, additional road crossings, clearing and landscaping, parking, lighting, and drainage improvements.

Specific work items and responsibility for actions are listed in Appendix A – Delegation Matrix. The City will prepare the environmental document, obtain all required permits, and prepare the plans, specifications, and estimate. The City will continue its existing professional services agreement with Lounsbury & Associates, Inc.; which included both the planning and design services for the project.

The Department will provide guidance, approval, and concurrence as needed to maintain conformance with Federal Highway Administration (FHWA) and other applicable requirements.

2. MAINTENANCE AND OPERATIONS

A. The City agrees to maintain and operate the project for the design life of the project.

1. The City agrees to maintain and operate the project consistent with 23 CFR § 1.27, the Alaska Highway Maintenance and Operations Manual (HMOM), and the applicable rules and regulations of the City of Palmer.
2. The City shall perform its activities under this agreement at its sole cost and expense and without reimbursement from the Department.

3. PROPERTY MANAGEMENT

- A. The City agrees that its management of the right of way is subject to the provisions of 23 CFR § 1.23 for the design life of the project.
- B. The City may not allow any encroachment within the right of way of the project without the prior consent of the Department and the FHWA. The City may not sell any portion of the right of way without the prior consent from the Department and the FHWA. In the event that the Department and the FHWA give their consent to the disposal of any portion of the right of way for the project, the City shall pay proceeds of the sale to the Department, which the Department will credit to the appropriate federal aid accounts.

4. FUNDING

- A. The City acknowledges that the transfer of FHWA funds is accomplished on a reimbursable basis. This requires that the City provide the initial funds necessary to sustain the project costs until payment requests are processed.
- B. The City and the Federal Government shall pay the total cost of the project, including all project chargeable review and engineering costs and other expenses incurred by the Department. The Federal Government shall pay in accordance with the Transportation Equity Act for the 21st Century, Title 23, United States Code. Nothing in this agreement shall be construed as a promise by the Department as to the amount or nature of federal participation in this project.

The Federal Government will determine the federal aid participation rate in this project. The parties expect that it will be 100 percent of the project's costs. The City agrees that this agreement is entered into without relying upon any representation as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate.

- C. In the event costs incurred by the City are determined to be non-reimbursable by the Federal Government, the Department shall immediately notify the City of that determination and the actions required of the City to change the determination.
- D. Federal funds which are to be obligated for the project may not exceed the amount shown on Line q, Column 3 of the chart set forth in Appendix B - Project Budget, without written authority by the Department, subject to the approval of the FHWA.

5. BILLING

- A. The City will bill the Department using Form 25A591 not more than once per month. The Billing will include supporting documentation consisting of:
- A summary of the names of each Municipal and consultant employee charging time during the billing period, their title or classification, their hourly billable rate, and their total hours and cost.
 - Overhead is to be included in the hourly billable rate, and is not to be listed separately.
 - Reimbursable miscellaneous expenses will be those customarily not included in standard overhead rates, and will be itemized in enough detail to identify what the charges are and if they are appropriate.
 - A billing summary report describing the services for which the billing was submitted and an estimate of the percent the services are complete.
- B. Following receipt of the invoice from the City, the Department shall bill the Federal Government, as applicable, for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project.
- C. Using funds received from FHWA, the Department will reimburse the City for those costs up to the amounts allowed in the Federal aid Project Agreement between the Department and the FHWA (line q, Column 3 of Appendix B – Project Budget), to the extent that such costs are directly attributable and properly allocable to this project.
- D. If match funds are supplied by the City, the Department shall bill the City for that portion of Department costs not reimbursed by the Federal Government. The Department will bill the City not more than once per month for project chargeable activity.
- E. The City agrees that if payment or arrangement for payment of any of the Department's billings relative to the project (including, but not limited to, Department force work, project cancellation, overpayment, or cost ineligible for federal participation) is not made to the Department within 45 days after the City has been billed, no additional Federal project funding will be approved until full payment is received.

6. AVAILABILITY OF RECORDS

The City shall retain all project records that document all costs incurred and actual expenditures in accordance with accepted accounting practice, procedures of the U.S. Department of Transportation, and the Alaska Department of Transportation and Public Facilities. The records shall be open to inspection by the Department, and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the City. Copies of any of these records shall be furnished to the Department or Federal Government upon request.

7. FUNDING AUTHORIZATION AND PHASES

A. The City shall not incur any costs eligible for federal participation on any classification of work on this project until authorized in writing by the Department for each classification. The classifications of work for this project are:

1. Preliminary engineering up to and including environmental approval;
2. Preparation of plans, specifications, and estimates;
3. Right of way acquisition; and
4. Utility Relocation

8. AUDIT OF PROJECT

A. Department and Federal Single Audit Requirements

The City shall provide an audit meeting State (2 AAC 45.010-.090) and Federal (OMB Circular A-133, Audits of States, Local Governments and Non-profits) requirements for a single audit of the City's books and records covering their annual operations or this agreement specifically if \$300,000 or more of state or federal financial assistance is received during the fiscal year. An audit prepared under this paragraph shall be performed by an independent CPA firm, or at the City's option, by the Departments' Auditor, at the City's expense, using generally accepted government auditing standards. One audit covering both Department and Federal requirements is acceptable. The audit should be completed within one year after the close of the City's fiscal year for which the audit is required. The report should be in the City's files and available to both Department and Federal representatives. Under applicable regulations additional copies are required for the Governor's Office and the Federal Government.

B. Consultant Audit Requirements

The City shall perform an audit of a consultant's rates, including, but not limited to, overhead, salaries, rent, equipment rates, and vehicle use rates, performed prior to approving a consultant contract in accordance with the Department's Professional Service Agreement (PSA) Manual.

C. Local Agency Indirect Rates

If the City charges an indirect cost rate (overhead rate) to this agreement, the rate is subject to audit and should meet the requirements of OMB Circular A-87 to be eligible for reimbursement.

D. Other

Any overpayments to the City or ineligible costs charged to the Department or FHWA identified during these audits, or from not using proper procedures, are the responsibility of the City to reimburse to the Department as appropriate. Any costs associated with audits required under this section are the City's responsibility and a project expense eligible for reimbursement under this agreement. The Department also reserves the right to conduct its own audit of the project records at any time.

9. PROJECT STANDARDS

The City agrees to comply with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget

Circulars A-102 and A-128, (4) Alaska Statute 35.15.080, and (5) the Department manuals listed below:

- Highway Preconstruction Manual
- Alaska Construction Manual
- Standard Drawings Manual
- Right of way Manual
- Manual on Uniform Traffic Control Devices
- Utilities Manual
- Standard Specifications for Highway Construction
- Alaska DOT&PF Professional Service Agreement (PSA) Manual

10. INDEMNIFICATION

The City shall indemnify, defend and hold harmless the Department, its officers, agents, employees and contractors for any claims or suits arising out of any local assumption of planning, design, construction, maintenance and property management responsibilities to the extent the City has assumed those responsibilities.

11. PERMITS

The City shall coordinate all regulatory agency review and obtain all necessary written approvals from regulatory agencies.

12. COMPLIANCE WITH LAWS

The City, and any contractor engaged by the City, shall comply with the provisions of any affirmative action plan applicable to the project, AS 35, AS 36, AS 44.27.060, and 17 AAC and all applicable environmental laws in constructing public works.

13. CONTRACT PROVISIONS REGARDING NONDISCRIMINATION

- A. The City agrees that it will include in any advertised bid proposal and in each contract the provisions of Appendix A of 23 CFR Part 230, Subpart A (2001).
- B. The City agrees it will comply with the requirements of 23 CFR §230.101 to §230.121 during the performance of any contract executed to complete the project.

14. TERMINATION FOR CAUSE

- A. If the City that has assumed control of a public works project under AS 35.15.080 is in substantial violation of an agreement executed under 17 AAC 55.020, or if the City has failed to fulfill its responsibilities under the agreement in a proper and timely manner, the Department will, in its discretion, notify the City of the violation or failure. If the City fails to correct the violation within a reasonable time, or to offer assurance satisfactory to the Department that the violation or failure will be remedied or the work defects cured, the Department will, in its discretion, terminate the agreement and assume control of the project. The Department will give written notice to the City at least 15 days before the effective date of termination, and will state the reasons for the termination. The City may appeal the Department's decision to the commissioner within

10 days. Pending the commissioner's decision, no work may proceed on the project. The commissioner's decision is final.

- B. If an agreement is terminated for cause under this section, the Department will compensate the City for satisfactory work on the project to the extent that the City has not been compensated. However, the City is not relieved of any liability to the Department for damages caused by the contract breach, and the Department will, in its discretion, withhold compensation due under this subsection until the amount of damages owing to the Department can be determined and deducted against the Department's obligations.
- C. The Department will, in its discretion, waive the requirements of this section in an agreement if the City must sell revenue bonds to provide money for construction of a public works project as proposed in that agreement.

15. TERMINATION FOR PUBLIC CONVENIENCE

- A. The Commissioner of the Alaska Department of Transportation and Public Facilities may terminate this agreement if:
 - 1. the requisite federal funding becomes unavailable through failure of appropriation;
 - 2. a contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
 - 3. a contractor is prevented from proceeding with the work by reason of a preliminary temporary restraining order, special, or permanent injunction of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor; or
 - 4. the Commissioner of the Department of Transportation and Public Facilities determines that such termination is in the best interests of the Department.
- B.
 - 1. The Department will, in its discretion, at any time, terminate an agreement executed under 17 AAC 55.020 and assume control of the project itself, if the Department determines that termination is in the best interests of the state as defined in Section 11(A). The Department will give written notice to the City of its decision to terminate the agreement not less than 15 days before the effective date of termination. The written notice will include a statement of why the decision to terminate was made.
 - 2. If an agreement is terminated for the convenience of the Department under this section, the Department will reimburse the City for that portion of its expenses

which was not otherwise reimbursed under the agreement, and which is directly attributable to performance under the agreement. The Department will also reimburse the City for any costs properly incurred by the City in honoring convenience termination clauses in its agreements with its contractors, as long as those clauses conform to the standard convenience termination clause used by the Department for similar type contracts.

3. The Department will, in its discretion, waive the requirements of this section in an agreement if the City must sell revenue bonds to provide money for construction of a public works project as proposed in that agreement

16. DISPUTE RESOLUTION

- A. If a dispute arises under this agreement between the City and the Department, and the parties can not resolve the matter between them within 45 days after notice is given by the aggrieved party to the other party, the aggrieved party may request that the matter be resolved by arbitration.
- B. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator to join them on the arbitration panel. The three arbitrators shall hear the matter under such rules and procedures, as they deem necessary to conduct the proceedings.
- C. Each party shall pay the expenses of the arbitrator it appoints. The party against whom a decision is rendered shall pay the costs of the arbitrator selected by the arbitrators appointed by the parties, and all expenses incurred in the conduct of any hearing on the dispute.
- D. Except when the provisions of this paragraph provide otherwise, an arbitration under this paragraph is subject to AS 09.43.010 - 09.43.180, the Uniform Arbitration Act.
- E. A decision by the Federal Government denying, or limiting, federal participation in project costs may not be arbitrated under this agreement. The City may only pursue such claims under federal law and procedure.

17. FHWA PROJECT AGREEMENT PROVISIONS

The City accepts and will comply with the provisions of 23 CFR 630.307.

18. TCSP GRANTEE ROLES AND RESPONSIBILITIES

As the TCSP grantee, the City shall be responsible for meeting all the special requirements of this funding source, including the development and execution of a project evaluation plan.

19. WAIVER OF PROVISIONS

The failure of the Department to insist upon strict performance by the City of any provision in this Agreement is not a waiver or relinquishment of the provision for the future. The waiver by

the Department of any provision in this Agreement cannot be enforced or relied upon by the waiver unless the waiver is in writing and signed on behalf of the Department.

20. NOTICE TO PROCEED

The Department will notify the City in writing after the agreement is fully executed, when reimbursement for the work described herein may begin.

21. AMENDMENT OF AGREEMENT

This agreement may only be modified or amended by written agreement on the prescribed Supplemental Agreement forms signed by both parties.

22. PROJECT COORDINATORS

The project coordinator for the Department is:

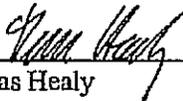
Miriam Tanaka, P.E.
P.O. Box 19600
4111 Aviation Avenue
Anchorage, AK 99519-6900

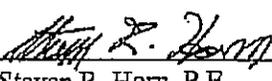
The project coordinator for the City is:

Thomas Healy
City Manager
231 W. Evergreen Avenue
Palmer, AK 99645

CITY OF PALMER

ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC
FACILITIES

By: 
Thomas Healy
City Manager

By: 
Steven R. Horn, P.E.
Pre-Construction Engineer

Dated: 5/14/03

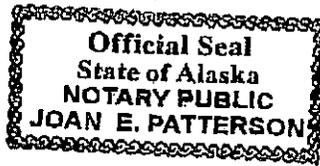
Dated: 5/21/03

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14th day of May, 2003, by Thomas Healy, of the City of Palmer, an Alaska municipal corporation, for and on behalf of the corporation.

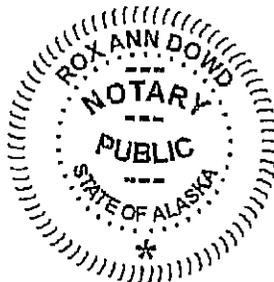
Joan E. Patterson
Notary Public for State of Alaska
My Commission Expires: 11/11/2005



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21 day of May, 2003, by Stereo R. Horn, the Per Construction Engineer of Alaska Department of Transportation and Public Facilities, for and on behalf of the Department.

Rox Ann Dowd
Notary Public for State of Alaska
My Commission Expires: 7/24/06



Appendix A - Delegation Matrix

Category	Activity/Item	City of Palmer	DOT&PF	FHWA
Finance	Financial Submittals (PR 37)	Provide Information	Prepare	Approve
	Phase Authority to Proceed		Prepare	Approve
	Memorandum of Agreement	Approve	Prepare/Approve	
Consultant	RFP Scope of Work	Prepare/Approve		
	RFP Advertisement	Prepare/Approve		
	Consultant Selection	Approve		
	Consultant Contract	Prepare/Approve		
Environment	Programmatic Categorical Exclusion	Information	Prepare/Approve	Concur
	Documented Categorical Exclusion	Prepare	Concur	Approve
	Environmental Assessment	Prepare	Concur	Approve
	Finding of no Significant Impact (FONSI)	Prepare	Concur	Approve
	Environmental Impact Statement	Prepare	Concur	Approve
	Record of Decision (ROD)	Prepare	Concur	Approve
	Reassessment of Previous Determination	Prepare	Concur	Approve
Right-of-Way	Non Highway use of ROW and Leases	Prepare	Concur	Approve
	Disposal of ROW	Prepare	Concur	Approve
	Disposal of Access Control	Prepare	Concur	Approve
	Hardship and Protective Buying	Prepare	Concur	Approve
	Use of Right of Entry to Obtain Possession	Prepare	Concur	
	ROW Plans	Prepare	Concur	
	Appraisal and Acquisition	Prepare	Concur	Approve
	ROW Certification	Prepare	Approve	
Design	Design Designation	Prepare	Approve	
	Design Criteria	Prepare	Approve	
	Design Exceptions to AASHTO and DOT&PF Standards	Prepare	Approve	
	Geotechnical Report	Prepare	Approve	
	Design Study Report	Prepare	Approve	
	Local Review Plans	Prepare	Approve	
	Plans-In-Hand Review Plans	Prepare	Approve	
	Section 100 Contract Specification- Special Provision	Prepare	Approve	
	Public Interest Findings	Prepare	Approve	
	Waiver of Buy America Steel	Prepare	Concur	Approve
	DBE Goals	Prepare	Approve	
	Materials Certification List	Prepare	Approve	
	PS&E Review Plans	Prepare	Approve	
	Utility Agreement	Prepare	Approve	
	Utility Certification	Prepare	Approve	
Reimbursement for Municipal Furnished Materials	Prepare	Approve		
FHWA Certification	Prepare	Approve		
Authority to Advertise	Prepare	Approve		
Maintenance	Maintenance Plan	Approve	Prepare/Approve	Information

NA: Not appropriately delegated for this project, or not anticipated to be relevant to this project's development. In the event these activities become relevant, this agreement may be amended.

Prepare: Primary responsibility for means, methods, content, and results.

Concur: Agree with content and recommendation for FHWA approval, or otherwise find the preparation acceptable.

Approve: Final approval authority.

Information: Receives a courtesy copy of activity documentation.

Appendix B - Project Budget

Type of Work		Estimate of Funding		
		(1)	(2)	(3)
		Estimated Total Project Funds	Estimated Municipal Funds	Estimated Federal Funds
Preliminary Engineering (Phase 2)				
a.	Municipal Work	\$165,000	\$0	\$165,000
b.	Other (ICAP)	\$12,375	\$0	\$12,375
c.	State Services	\$47,625	\$0	\$47,625
d.	Total PE Cost Estimate (a+b+c)	\$225,000	\$0	\$225,000
Right of Way (Phase 3)				
e.	Municipal Work	\$0	\$0	\$0
f.	Other (ICAP)	\$550	\$0	\$550
g.	State Services	\$9,450	\$0	\$9,450
h.	Total ROW Cost Estimate (e+f+g)	\$10,000	\$0	\$10,000
Utility Relocation (Phase 7)				
i.	Municipal Work	\$0	\$0	\$0
j.	Other (ICAP)	\$2,750	\$0	\$2,750
k.	State Forces	\$47,250	\$0	\$47,250
l.	Total Utility Cost Estimate (i+j+k)	\$50,000	\$0	\$50,000
Construction (Phase 4)				
m.	Municipal Work	\$0	\$0	\$0
n.	Other (ICAP)	\$44,300	\$0	\$44,300
o.	State Forces	\$761,138	\$0	\$761,138
p.	Total Construction Cost Estimate (m+n+o)	\$805,438	\$0	\$805,438
q.	Project Total (d+h+l+p)	\$1,090,438	\$0	\$1,090,438

Shaded items are not included in this agreement.

The federal-aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be 100 percent; however, it is understood that the rate may vary. The Municipality agrees that this agreement is entered into without relying up any representation by the State made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in Line q, Column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Municipality.