

CSJ#: 2056-01-045  
ROW CSJ#: 2056-01-046  
District #: 18-Dallas  
Code Chart 64#: 29400 – City of Murphy  
Code Chart 64#: 50043 – Collin County  
Project: FM 2551  
Limits: From FM 544 to FM 2514  
Federal Highway Administration CFDA # 20.205  
Not Research and Development

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For A  
RTR (SH 121 Subaccount) Funded Project  
On-System**

**THIS Local Project Advance Funding Agreement (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the City of Murphy, acting by and through its duly authorized officials, called the “City”, and Collin County, acting by and through its duly authorized officials, called the “County”.

**WITNESSETH**

**WHEREAS**, a Master Agreement between the City and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, a Master Agreement between the County and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission Minute Order Number 113473 authorizes the State to undertake and complete a highway improvement generally described as the reconstruction and widening of a two-lane rural roadway to a six-lane urban divided roadway on FM 2551 from FM 544 to FM 2514 in the City of Murphy, Collin County; and,

**WHEREAS**, the Governing Body of the City has approved entering into this LPAFA by resolution or ordinance dated November 5, 2013, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment C, which is attached to and made a part of this agreement.

**WHEREAS**, the Governing Body of the County has approved entering into this LPAFA by resolution or ordinance dated December 16, 2013, which is attached to and made a part of this agreement as Attachment B for the development of the Project. A map showing the Project location appears in Attachment C, which is attached to and made a part of this agreement.

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**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## **AGREEMENT**

### **1. Period of the Agreement**

The period of this LPAFA is as stated in the Master Agreement, without exception.

### **2. Termination of this LPAFA**

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

### **3. Amendments**

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

### **4. Scope of Work**

The scope of work for this LPAFA is described as (a) the addition of junction boxes to the west-end of culverts C3 and D3; (b) the removal of a headwall; and (c) the removal of a portion of a retaining wall on FM 2551 from FM 544 to FM 2514 in the City of Murphy and in Collin County.

### **5. Right of Way and Real Property**

Right of way and real property shall be the responsibility of the State.

### **6. Utilities**

Adjustment of utilities will be provided by the State.

### **7. Environmental Assessment and Mitigation**

Environmental assessment and mitigation will be carried out by the State.

### **8. Compliance with Texas Accessibility Standards and ADA**

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

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## 9. Architectural and Engineering Services

Architectural and engineering services will be provided by the State as stated in the Master Agreement. The State is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards.

## 10. Construction Responsibilities

Construction responsibilities will be carried out by the State as stated in the Master Agreement.

## 11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

## 12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment D. The State and the Federal Government will not reimburse the City and the County for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the City and the County a copy of the formal documentation showing the obligation of funds including federal award information. The City and the County are responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B. If the City and the County will perform any work under this contract for which reimbursement will be provided by or through the State, the City and the County must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The City and the County shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the City and the County or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the City and the County have not designated a qualified individual to oversee the Project.
- C. A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment D. Attachment D shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments

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based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.

- D. The City and the County are responsible for all non-federal and non-state funding, including any project cost overruns, unless otherwise provided for in this agreement or through amendment of this agreement.
- E. Prior to the performance of any engineering review work by the State, the City and the County will pay to the State the amount specified in Attachment D. At a minimum, this amount shall equal the City's and the County's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the City and the County shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F. In the event that the State determines that additional funding by the City and the County are required at any time during the Project, the State will notify the City and the County in writing. The City and the County shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- G. Whenever funds are paid by the City and the County to the State under this Agreement, the City and the County shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the City's and the County's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the City and the County.
- H. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the City and the County. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The City and the County are authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the City and the County submit invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the City and the County for those costs. – Not Applicable

### **13. Document and Information Exchange**

The City and the County agree to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the City and the County will use the State's document template. The City and the County shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the City and the County create the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the City and the County shall submit any information required by the State in the format directed by the State.

### **14. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

### **15. Insurance**

If this Agreement authorizes City and the County or their contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

### **16. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the City and the County certify that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under

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Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**18. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<p><b>City:</b></p> <p>City Manager          City of Murphy          206 North Murphy Road          Murphy, Texas 75094</p> <p><b>County:</b></p> <p>Director of Engineering          Collin County          2300 Bloomdale Road, Suite 4192          McKinney, Texas 75071</p>	<p><b>State:</b></p> <p>Director of Contract Services Office          Texas Department of Transportation          125 East 11<sup>th</sup> Street          Austin, Texas 78701</p>
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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**19. Civil Rights Compliance**

The City and the County shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and

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Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

## 20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The City and the County shall adopt, in its totality, the State’s federally approved DBE program.
- C. The City and the County shall set an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The City and the County shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The City and the County shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The City and the County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City and the County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City and the County of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the City and the County sign with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

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## 21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The City and the County agree that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal Funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the City's and the County's fiscal year, the City and the County must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than \$500,000 during the City's and the County's fiscal year, the City and the County must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the City and the County will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.



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**23. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State, the City and County in triplicate.

**THE CITY – CITY OF MURPHY**

By:  \_\_\_\_\_  
James Fisher  
City Manager

Date: Nov. 6, 2013

**THE STATE OF TEXAS**

By:  \_\_\_\_\_

Kenneth Stewart  
Deputy Director of Contract Services  
Texas Department of Transportation

**THE COUNTY – COLLIN COUNTY**

By:  \_\_\_\_\_  
Keith Self  
County Judge

Date: 2/17/14

Date: 03/12/14

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**ATTACHMENT A**  
**CITY OF MURPHY RESOLUTION OR ORDINANCE**

**RESOLUTION NO. 13-R-784**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE EXECUTION OF A LOCAL TRANSPORTATION ADVANCE FUNDING AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Murphy, Texas, and the Commissioners Court of Collin County, Texas, (the "County") are working together to benefit the stakeholders of the City of Murphy; and

**WHEREAS**, the City Council of the City of Murphy authorizes the execution of the Local Transportation Authority Advance Funding Agreement for an RTR (SH 121 Subaccount) Funded Project, on-system, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS:**

**Section 1.** The above aforementioned items are true; and

**Section 2.** The Local Transportation Authority Advance Funding Agreement, attached hereto as Exhibit A, is part of this Resolution and was approved by the City Council; and

**Section 3.** The City Manager is authorized to sign the Local Transportation Authority Advance Funding Agreement.

**DULY RESOLVED** by the City Council of the City of Murphy, Texas, on this the 5<sup>th</sup> day of November, 2013.



Owais Siddiqui, Mayor Pro Tem

ATTEST:



Kristi Gilbert, City Secretary



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**ATTACHMENT B**  
**COLLIN COUNTY RESOLUTION OR ORDINANCE**

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Local Transportation Project Advance Funding Agreement, FM 2551 – Engineering

On December 16, 2013, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self  
Mark Reid  
Cheryl Williams  
Chris Hill  
Duncan Webb

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval of a Local Transportation Project Advance Funding Agreement.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Local Transportation Project Advance Funding Agreement for an RTR (SH121 Subaccount) Funded Project for FM 2551 from FM 544 to FM 2514 (County participation NTE \$40,970.40) and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



Keith Self, County Judge

Mark Reid, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

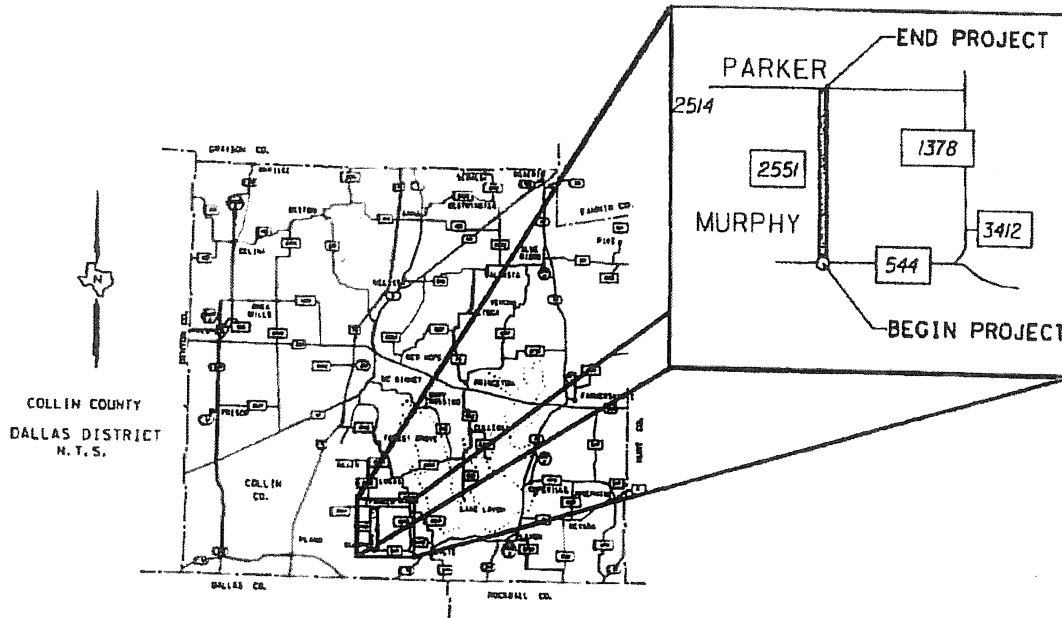
Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S

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### ATTACHMENT C PROJECT LOCATION MAP

FM 2551

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TO: FM 2514



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**ATTACHMENT D  
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

Construction costs will be allocated based on 34% State funding, 33% County funding and 33% City funding towards the cost for (a) the addition of junction boxes to the west-end of culverts C3 and D3; (b) the removal of a headwall; and (c) the removal of a portion of a retaining wall on FM 2551 from FM 544 to FM 2514 in the City of Murphy and in Collin County. The City and County will then be responsible for 100% of the costs.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		COUNTY PARTICIPATION		CITY PARTICIPATION	
		0%	Cost	0%	Cost	0%	Cost	0%	Cost
Construction (by State)	\$116,052.27	0%	\$0	34%	\$39,457.77	33%	\$38,297.28	33%	\$38,297.25
<b>Subtotal</b>	<b>\$116,052.27</b>		<b>\$0</b>		<b>\$39,457.77</b>		<b>38,297.28</b>		<b>\$38,297.25</b>
Construction Direct State Costs (Est @ 6.98%)	\$8,100.45	0%	\$0	34%	\$2,754.15	34%	\$2,673.15	34%	\$2,673.15
Indirect State Costs (5.94%)	\$6,893.51	0%	\$0	100%	\$6,893.51	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$131,046.23</b>		<b>\$0</b>		<b>\$49,105.43</b>		<b>\$40,970.40</b>		<b>\$40,970.40</b>

Estimated total payment by the City to the State upon full execution of this agreement: \$40,970.40

Estimated total payment by the County to the State upon full execution of this agreement: \$40,970.40

This is an estimate. The final amount of the City and County participation will be based on actual cost.