

2009-06-25-0568

AN ORDINANCE

AUTHORIZING TWO ADVANCED FUNDING AGREEMENTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR RIGHT OF WAY ACQUISITION AND CONSTRUCTION OF THE WALTERS STREET: IH 35 N TO FORT SAM HOUSTON MAIN GATE PROJECT, A 2007-2012 BOND PROGRAM PROJECT, LOCATED IN COUNCIL DISTRICT 2.

* * * * *

WHEREAS, this Ordinance authorizes the City to enter into two Advance Funding Agreements with the Texas Department of Transportation in connection with the Walters Street: IH 35 N to Fort Sam Houston Main Gate Project; and

WHEREAS, this Project provides for the reconstruction and widening of existing roadway to a six-lane roadway with sidewalks, driveway approaches, bike lanes, turn lanes at major intersections, a raised median and necessary drainage and traffic signal improvements; and

WHEREAS, approval of this Ordinance will be a continuation of City Council policy to collaborate with other governmental agencies in supporting the City’s commitment to maintaining and improving existing infrastructure; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is hereby authorized to enter into two Advance Funding Agreements with the Texas Department of Transportation which will allow for the right of way acquisition and construction costs to qualify for eighty percent (80%) federal costs sharing, in connection with the Walters Street: IH 35 N to Fort Sam Houston Main Gate Project.

SECTION 2. The following financial adjustments are hereby authorized:

- a) Funds are authorized to be received from Texas Department of Transportation, to SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00042, Walters St. IH-35 N to Fort Sam Main, shall be revised by increasing WBS element 40-00042-90-06, entitled Contribution from TXDOT, SAP GL Account 4502280 – Contribution from other Agencies, by the amount of \$254,438.00.
- b) The amount of \$254,438.00 is appropriated in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00042, Walters St. IH-35 N to Fort Sam Main, and the budget shall be revised by increasing\decreasing the SAP WBS Elements as follows:

WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0 (Optional)	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0 (Optional)
40-00042-03-02-04	ROW Acquisition	5209010	Land Acquisition	\$857,610.00	\$75,609.50	\$933,219.50
40-00042-03-02-06	ROW TXDOT Acquisition	5209010	Land Acquisition	\$32,800.00	\$254,438.00	\$287,238.00
40-00042-05-02-01	Construction Costs	5201140	Construction Cost	\$1,002,532.03	-\$75,609.50	\$926,922.53
			TOTALS	\$1,892,942.03	\$254,438.00	\$2,147,380.03

c) Payment in the amount of \$12,000.00 from SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00042, Walters St. IH-35 N to Fort Sam Main and is authorized to be encumbered and made payable to the **Texas Department of Transportation** for oversight cost associated with this project.

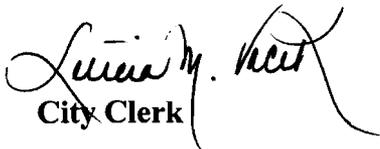
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager’s designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

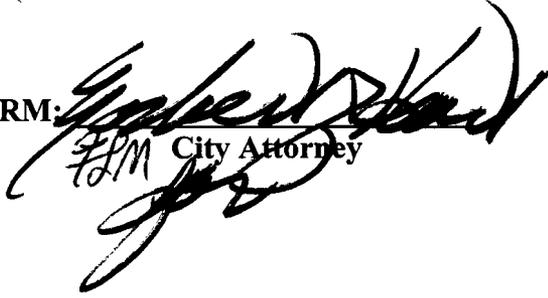
SECTION 4. This Ordinance shall be effective on the tenth day after passage.

PASSED AND APPROVED this 25th day of June, 2009.



M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

Agenda Item:	19						
Date:	06/25/2009						
Time:	10:28:38 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing two Advanced Funding Agreements with the Texas Department of Transportation for right of way acquisition and construction of Walters Street: IH 35 N to Fort Sam Houston Main Gate Project, a 2007-2012 Bond Program project, located in Council District 2. [Penny Postoak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a Local Government Participation Project
(Off State 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, hereinafter called the "State", and the City of San Antonio, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government 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 passed Minute Order 111335 that provides for the development of, and funding for, the project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

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

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. 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 the acquisition of Right of Way along Walters Street from IH 35 to the Fort Sam Houston entrance.
5. Right of Way and Real Property shall be the responsibility of the Local Government. The Local Government is responsible for the provision and acquisition of any needed right of way property.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

The Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under this agreement.

The Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

Title will be acquired in the name of the Local Government in accordance with applicable laws unless specifically stated otherwise and approved by the State.

6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.
7. Environmental Assessment and Mitigation will be carried out by the Local Government.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services – Not Applicable
10. Construction Responsibilities – Not Applicable
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement.
 - d. Upon partial execution by the Local Government of this agreement, the Local Government will pay to the State the amount specified in Attachment C for review and inspection. The Local Government will remit a check in the amount of \$12,000.00 with the return of this partially executed agreement.

- e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- f. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government 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 Local Government's contractual obligations to the State under another advance funding agreement.
- g. 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 local government. 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.
- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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. An 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.
- i. In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:
 - a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
 - b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

13. Document and Information Exchange. The Local Government agrees 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 Local Government will use the State's document template. The Local Government 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 Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government 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 Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.

15. Insurance. If this agreement authorizes the Local Government or its 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 [Contractor, Local Government, Engineer, or whatever] certifies that it is not 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. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)
Title: _____
Date: _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation
Date: _____

CSJ # 0915-12-465
District # 15/San Antonio
Code Chart 64 # 37450
Project: Walters Street – IH 35 to
Fort Sam Houston Entrance
CFDA # 20.205

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

CSJ # 0915-12-465
District # 15/San Antonio
Code Chart 64 # 37450
Project: Walters Street – IH 35 to
Fort Sam Houston Entrance
CFDA # 20.205

ATTACHMENT B

PROJECT LOCATION MAP



CSJ # 0915-12-465
 District # 15/San Antonio
 Code Chart 64 # 37450
 Project: Walters Street - IH 35 to
 Fort Sam Houston Entrance
 CFDA# 20.205

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Description	Total Estimate Cost	Federal Participation	Local Participation
Land (no cash contribution)	\$1,200,000.00	\$960,000.00	\$240,000.00
SUBTOTAL	\$1,200,000.00	\$960,000.00	\$240,000.00
Direct State Costs (TxDOT review and inspection) estimated @ 1%	\$12,000.00	\$0.00	\$12,000.00
TOTAL	\$1,212,000.00	\$960,000.00	\$252,000.00
<i>Payment due upon partial execution by the Local Government</i>			\$12,000.00

Total participation required from the Local Government = \$252,000.00

This is an estimate. The final amount of Local Government participation will be based on actual charges.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For an LAMC Project
(Off State 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, hereinafter called the "State", and the City of San Antonio, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government 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 passed Minute Orders 109862 & 110266 that provides for the development of, and funding for, the project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

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

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. 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 the reconstruction of Walters Street which includes the installation of sidewalks, bike lanes and operational improvements from IH 35 to Fort Sam Houston Entrance.
5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.

6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.
7. Environmental Assessment and Mitigation will be carried out by the Local Government.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the Local Government. The Local Government is responsible for performance of any required architectural or preliminary engineering work. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law. The engineering plans shall be developed in accordance with the applicable State's Standard Specifications for Construction and Maintenance of Highways, Streets, Bridges, and the special specifications and special provisions related thereto, the latest edition and revisions of the State's Roadway Design Manual or the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets. (This paragraph was requested by Tom Beeman of Design Division)
10. Construction Responsibilities will be carried out by the Local Government.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement. Federal and State funds are at a fixed amount. All costs over the allocated Federal and State Funds are 100% the responsibility of the Local Government.
 - d. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction inspection and oversight costs.
 - e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
 - f. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government 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 Local Government's contractual obligations to the State under another advance funding agreement.

- g. 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 local government. 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.
 - h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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. An 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.
13. Document and Information Exchange. The Local Government agrees 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 Local Government will use the State's document template. The Local Government 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 Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government 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 Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Insurance. If this agreement authorizes the Local Government or its 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 Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

CSJ # 0915-12-440
District # 15/San Antonio
Code Chart 64 #37450
Project: Walters Street – IH 35 to
Fort Sam Houston Entrance

17. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)
Title: _____
Date: _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation
Date: _____

CSJ # 0915-12-440
District # 15/San Antonio
Code Chart 64 #37450
Project: Walters Street – IH 35 to
Fort Sam Houston Entrance

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

CSJ # 0915-12-440
 District # 15/San Antonio
 Code Chart 64 #37450
 Project: Walters Street – IH 35 to
 Fort Sam Houston Entrance

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Description	Total Estimate Cost	Federal Participation	Local Participation
Construction - FY 08 Fixed Funds @ 80% Federal and 20% Local	\$358,281.00	\$286,625.00	71,656.00
Construction – FY 09 Funds @ 80% Federal and 20% Local	\$10,623,719.00	\$8,498,975.20	\$2,124,743.80
SUBTOTAL	\$10,982,000.00	\$8,785,600.20	\$2,196,399.80
Direct State Costs (inspection and oversight) estimated @ 1%	\$109,820.00		\$109,820.00
TOTAL	\$11,091,820.00	\$8,785,600.20	\$2,306,219.80
<i>First Payment due 60 days prior to the project letting</i>			\$54,910.00
<i>Second Payment due 30 days after project letting</i>			\$54,910.00

Total estimated participation required from the Local Government = \$2,306,219.80

This is an estimate. The final amount of Local Government participation will be based on actual charges.