

Res 316
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT LWRD/Parks	CONTRACT/ADDENDUM #: 12105																								
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Contract</th> <th style="width: 40%;">If Addendum, please include original contract number</th> <th style="width: 30%;">Addendum</th> </tr> <tr> <td><input type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																							
<input type="checkbox"/>	Other:	<input type="checkbox"/>																							
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																									
3. Term of Contract or Addendum: From: 09/29/2014 To: 10/27/2021																									
4. Amount of Contract or Addendum 4,672,421																									
5. Purpose: This agreement authorizes allocation of federal highway administration funds for Phase 1 of the LYRT project. WisDOT will administer the federal funds. Dane County will provide the matching 20% of the construction costs. Phase 1 construction costs to include archeological data recovery, construction engineering, construction administration, construction, state design review and contingencies.																									
6. Vendor or Funding Source: State of WI Department of Transportation																									
7. MUNIS Vendor Code: 3022																									
8. Bid/RFP Number:																									
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																									
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 2015 budget recommendation \$1,500,000																									
11. Account No. & Amount, Org. & Obj. <u>see attached list</u> Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																									
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2014 RES-316																									
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
14. Director's Approval <i>Kari Connor</i>																									

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	10-2-14	_____
<i>CP</i> Controller	_____	_____	10/8/14
<i>CC</i> Corporation Counsel	_____	10/3/14	10/8/14
<i>RM</i> Risk Management	_____	10/8/14	10/8/14
<i>AC</i> ADA Coordinator	_____	10/8/14	10/8/14
<i>PA</i> Purchasing Agent	_____	_____	10/8/14
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address State of WI DOT PO Box 7366 Madison, WI 53707
Contact Person Marilyn Daniels
Phone No. 608-246-3864
E-mail Address marilyn.daniels.dot.wi.gov

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Janet Crary/Account Clerk II</u> Dept.: <u>Land & Water Resources</u>
Phone: <u>224-3757</u> Mail Address: <u>5201 Fen Oak Dr., #208</u>
E-mail: <u>crary@countyofdane.com</u> <u>Madison, WI 53718</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 10/02/2014 Signed: *Kevin Connors*
 Telephone Number: 608-224-3731 Print Name: Kevin Connors

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 10/02/2014 Signature: *Kevin Connors*

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 10/8/14 Signature: *[Signature]*

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 10/8/14 Signature: *[Signature]*

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Lower Yahara River Trail Accounts as of 10-2-14

		Available Balance
CPLWRESC	57773 LYRT	\$1,275,972.85
CPLWRESC	57774 LYRT - BFPF grant	\$35,172.80
CPLWRESC	57776 LYRT access	\$126,000.00
CPLWRESC	57779 LYRT - RTA grant	\$30,000.00
LEWSLUNY	57771 LYRT Bike/Ped Trail	\$0.00
LEWSLUNY	57772 LYRT Connect Phase 1	\$30,000.00
		\$1,497,145.65
CPLWRESC	84765 RTA grant \$30,000	
CPLWRESC	84763 BFPB grant \$39,001	



#1 REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE-LET BICYCLE AND PEDESTRIAN FACILITIES PROGRAM (BPF) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

[This agreement supersedes the agreement signed by the Project Sponsor on July 22, 2011 and signed by DOT on August 19, 2011.]

Program Name: BPF & TAP

Sub-program #: 215 & 290

Revised Date: October 17, 2014

Date: April 29, 2011

I.D.: 5992-08-84/85

Project Title: Lower Yahara River Trail Phase 1

Location/Limits: Capital City Trail to McDaniel Park

Project Length: 2.445 miles

Project Sponsor: Dane County

County: Dane

MPO Area: Madison

The signatory, Dane County, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority of the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: Design and construct a paved trail through Lake Farm County Park and bridging/boardwalk across the north shore of Lake Waubesa connecting to McDaniel Park in the Village of McFarland. This project will connect the Capital City Trail in the City of Madison to the Village of McFarland.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **None**

The Project Sponsor agrees to the following State Fiscal Year 2011-2014 BPF and State Fiscal Year 2014-2018 TAP project funding conditions:

Project costs are funded with 80% federal funding up to a maximum of \$4,672,421 when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the \$4,672,421 federal funding maximum, in accordance with the BPF and TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State that the project is authorized and available for

charging.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 10/27/2010
Commencement deadline: 10/27/2014
Completion deadline: 10/27/2021

The project commencement deadline is fixed by statute, and may not be extended.

In accordance with the State's sunset policy for Transportation Alternatives Program projects, the subject 2014-2018 Transportation Alternatives Program improvement must be constructed and in final acceptance by October 27, 2021. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 5992-08-84 (Sub-Program 215)					
State Review - Design	\$50,000	\$39,001	80%	\$10,999	BAL*
ID 5992-08-85 (Sub-Program 290)					
Participating Construction	\$5,887,000	\$4,633,420	80%	\$1,253,580	BAL*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$883,000	\$0	80%	\$883,000	BAL*
Total Est. Cost Distribution	\$6,820,000	\$4,672,421	Max	\$2,147,579	N/A

*The project has a BFPF and TAP federal funding maximum of \$4,672,421. This maximum is cumulative for all federally-funded project phases.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State and delivery to the Project Sponsor shall constitute agreement between the Project Sponsor and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **Dane County** (please sign in blue ink.)

Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964, which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved State Fiscal Year 2011-2014 BPPF and 2014-2018 Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Project Sponsor for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the State Fiscal Year 2011-2014 BFPF and State Fiscal Year 2014-2018 TAP improvement project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Project Sponsor funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.
9. Work to be performed by the Project Sponsor without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
10. The Project Sponsor is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Project Sponsor will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Project Sponsor's foregoing agreements to pay the State, the Project Sponsor, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Project Sponsor.
13. The subject project must be constructed and in final acceptance by October 27, 2021. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post-project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
16. The Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
17. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Project Sponsor, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

18. The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor or its sureties; or because of any claims or amounts recovered for any infringement by the Project Sponsor and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Project Sponsor and its sureties; or any other law, ordinance, order or decree relating to the Project Sponsor's operations.
20. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Project Sponsor agrees to the following State Fiscal Year 2011-2014 BFPF and State Fiscal Year 2014-2018 TAP project funding conditions:
- a. ID 5992-08-84: Design and any related review costs are funded with 80% federal funding when the Municipality agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 5992-08-85: Construction:
 - i. Costs for participating construction items and any related review costs are funded with 80% funding, when the Municipality agrees to provide the remaining 20%. These costs are subject to the cumulative project federal/earmark funding cap.
 - ii. Costs for non-participating construction items and any related review costs are funded 100% by the Municipality. Costs include construction delivery and review
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of BFPF and TAP program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$4,672,421** is cumulative for all federal funded project phases.

[End of Document]