

for the PROJECT, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECT. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

OLD US 41 NORTH WIDENING PHASE 4, P.I. 0020531: THIRTEEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$13,252,000.00)

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. Process For Payment.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. Insufficient TIA FUNDS.

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to