

AGENDA

TIP Project Implementation Workshop

August 22, 2014

9:30 am

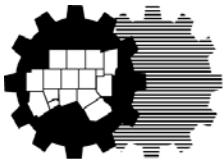
Transportation Council Room

North Central Texas Council of Governments

Welcome and Introductions	Christie Gotti
Purpose, Objectives, and Responsibilities	Christie Gotti
Project Delivery Expectations	Christie Gotti
Funding Programs and Project Eligibility	Adam Beckom
Project Selection and Development Process	Adam Beckom
Project Guidance	Christie Gotti Wes McClure Sandra Williams
Project Modifications, Tracking, and Close-out Process	Christie Gotti Angela Smith
Questions/Comments	

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PROJECT IMPLEMENTATION WORKSHOP

Presented by
North Central Texas Council of Governments
and
Texas Department of Transportation
Friday, August 22, 2014



TIP PROJECT IMPLEMENTATION WORKSHOP TOPICS

- Introductions
- Purpose, Objectives, and Responsibilities
- Project Delivery Expectations
- Funding Programs and Project Eligibility
- Project Selection and Development Process
- Project Guidance
- Project Modifications, Tracking, and Close-out
- Questions/Comments

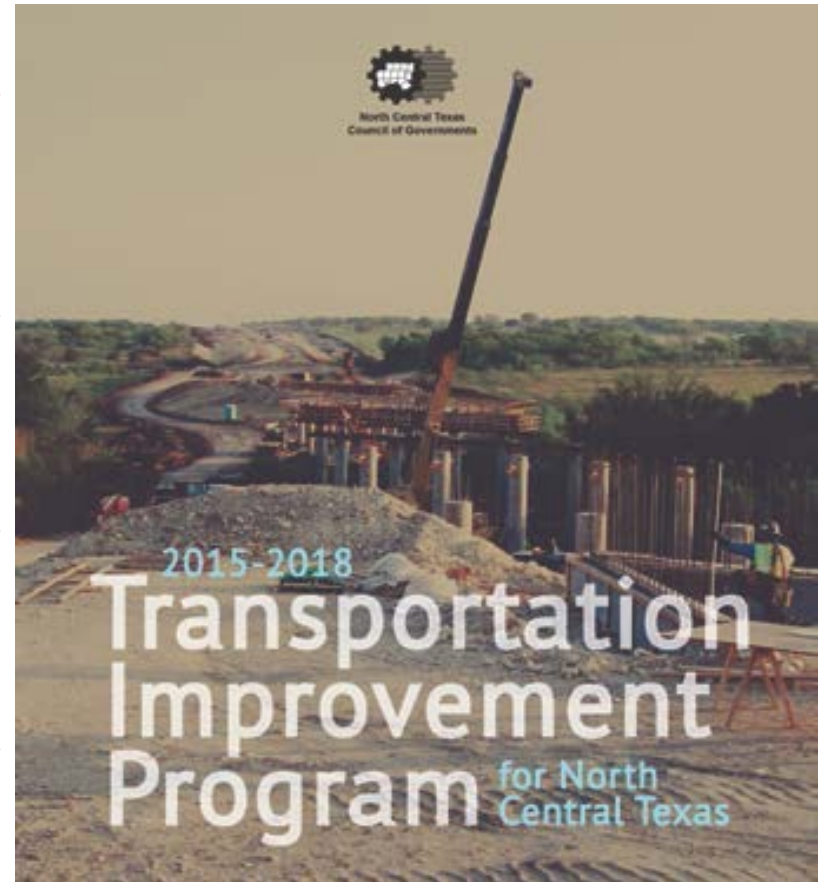
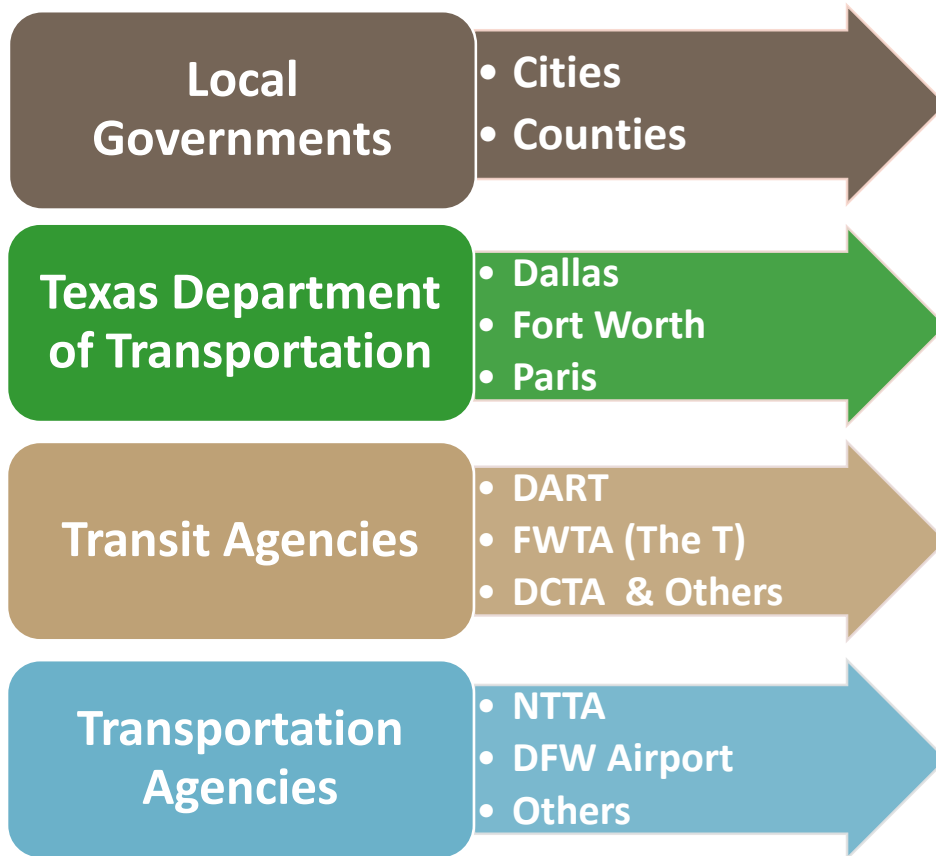
PURPOSE, OBJECTIVES, AND RESPONSIBILITIES

PURPOSE AND OBJECTIVES

- Provide a refresher on the TIP project implementation process
 - Transportation needs
 - Sources of funding
 - Project selection and development
 - TxDOT & NCTCOG construction/implementation guidelines
 - Project tracking and closeout processes for TxDOT and NCTCOG
- Emphasize the importance of expedient and efficient project delivery practices

TRANSPORTATION FUNDING AND PROJECT IMPLEMENTATION

A COLLABORATIVE EFFORT



MAIN PROGRAMMING FUNCTIONS

RTC ROLES

- Project selection and funding
- TIP documents, currently 2013-2016
 - Transportation Improvement Program (TIP)
 - Statewide Transportation Improvement Program (STIP)
 - 2015-2018 pending State and federal approval
- Quarterly modifications to the TIP/STIP

PROJECT IMPLEMENTATION

NCTCOG STAFF RESPONSIBILITIES

- Evaluates, selects and recommends projects for RTC approval
- Develops the TIP document and quarterly modifications
- Provides project implementation assistance
- Aids in the implementation and tracking of all active and completed projects
- Provides guidance/assistance through the process
- Determines eligibility of project elements (in coordination with TxDOT and federal agencies)
- Implements RTC funds and policies consistently
- Acts as a steward of public funds

PROJECT IMPLEMENTATION

TXDOT STAFF RESPONSIBILITIES

- Funding of TxDOT categories including the provision of State matches
- Project tracking
- Fund tracking and reporting
- Agreements
- Invoicing

PROJECT DELIVERY EXPECTATIONS

PROJECT DELIVERY EXPECTATIONS

- RTC expects that all project phases will adhere to the schedules as reported by the agencies
 - Data collected through TIP modifications and TIP Development
- Insufficient or inaccurate communication on the project schedule results in the following:
 - Project delays
 - Financial constraint problems
 - Increase in number of TIP modifications to accommodate fiscal year changes

TIP Modification Cycle	FY 2013	FY 2014
May	6	8
August	39	35
Total	45	43

PROJECT DELIVERY EXPECTATIONS

TXDOT STIP ACCOUNTABILITY REPORT

- State legislative mandate to ensure timely project delivery
- It is a State performance measure

	Percentage of Projects that Let On Time by TxDOT District		
Fiscal Year	Dallas	Fort Worth	Paris
2009	40%	64%	43%
2010	49%	40%	30%
2011	58%	61%	33%
2012	85%	68%	100%

PROJECT DELIVERY EXPECTATIONS

INACTIVE PROJECTS

- Federal Highway Administration Inactivity List
 - Projects that do not have charges at least four months after agreement execution
 - Engineering obligations over 10 years old
 - Right-of-way obligations over 20 years old
- Timely billings for Federal reimbursements are needed to remain off the inactive projects list
 - Bill regularly to avoid being flagged as inactive

FUNDING PROGRAMS AND PROJECT ELIGIBILITY

FUNDING SOURCES/CATEGORIES

- STP-MM
- CMAQ
- CMAQ “Flex”
- Metropolitan Corridor
- RTC/Local
- Texas Mobility Funds
- Toll Bonds
- Regional Toll Revenue
- Proposition 14
- Proposition 12
- Transportation Development Credits
- Transportation Enhancement Program
- Transportation Alternatives Program
- Category 12 Strategic Priority (Category 5 & 7 Reconciliation)

FUNDING SOURCES/CATEGORIES

SURFACE TRANSPORTATION PROGRAM- METROPOLITAN MOBILITY (STP-MM)

- Known as “Mobility Funds”
- Federal funds
- Selected by the RTC
- Used on capacity increasing projects (Freeway/HOV improvements, arterial street widenings/extensions, traffic flow improvements, air quality projects, etc.)
- Receive \$89M/year on average

FUNDING SOURCES/CATEGORIES

CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM (CMAQ)

- Known as “Air Quality Funds”
- Federal funds
- Selected by the RTC
- Used on projects with emissions benefits (Traffic flow improvements, bus/rail transit expansion, other air quality projects)
- Receive \$74M/year on average

FUNDING SOURCES/CATEGORIES

CMAQ “FLEX” PROGRAM

- MAP-21 legislation enabled up to 50% of CMAQ funds to be converted to a more flexible source
- Federal funds
- Selected by TxDOT and the RTC
- Fund eligibility similar to STP-MM funds
- Variable amount of funding (only \$25M to date for our region)

FUNDING SOURCES/CATEGORIES

METROPOLITAN CORRIDOR FUNDS

- Also known as “Category 2 Funds”
- Combination of federal and State funds
- Selected jointly by the RTC and TxDOT (generally through the Unified Transportation Program or UTP approval process)
- Used on capacity increasing projects along major urban highway corridors
- Only available to projects on the state highway system
- Variable amount of funding per year

FUNDING SOURCES/CATEGORIES

RTC/LOCAL FUNDS

- Local funds created by and available to the RTC
- Selected by the RTC
- Primarily used for Air Quality and Sustainable Development projects
- \$83M in authorized funds exist and is mostly programmed
- Hope to develop future partnerships that will refuel this fund

FUNDING SOURCES/CATEGORIES

TEXAS MOBILITY FUNDS (TMF)

- Funded by registration/user fees
- Used on major transit and highway projects
- Selected by the RTC with final approval by the Texas Transportation Commission (TTC) or just by the TTC
- Variable amount of funding

FUNDING SOURCES/CATEGORIES

TOLL BONDS

- Funded by North Texas Tollway Authority (NTTA) or through Comprehensive Development Agreements (CDAs) [CDAs are also known as public-private partnerships]
- Toll bonds typically used to finance projects that produce revenue such as toll roads and HOV/managed lane projects
- Variable amount of funding

FUNDING SOURCES/CATEGORIES

REGIONAL TOLL REVENUE (RTR) FUNDS

- Funded with toll proceeds from toll projects--NTTA or CDA
- Source of funds:
 - Up-front payment by tolling entity,
 - Excess revenue payment by tolling entity, or
 - Interest accrued on these funds
- May be spent on state highway system, public transit, or air quality projects
- Selected by the RTC with strong participation levels from local agencies (cities, counties, etc.)
- Final approval by the Texas Transportation Commission
- Variable amount of funding—to date, the region has ≈ \$3.6 billion in RTR funds from SH 121 and SH 161
- \$2.19 billion spent as of June 2014

FUNDING SOURCES/CATEGORIES

PROPOSITION 14

- Revenue bonds backed by future dollars in Fund 6
- Fund monies may be spent to acquire right-of-way, build, maintain and police public roadways, and to enforce traffic and safety laws
- Helps to advance projects to reduce project backlog
- Does not bring new money to the table (debt financing)
- Variable amount of funding

FUNDING SOURCES/CATEGORIES

PROPOSITION 12

- Backed by funds from the State's general fund
- Fund monies may be spent to acquire right-of-way, build, maintain and police public roadways, and to enforce traffic and safety laws
- Helps to advance projects to reduce project backlog
- Does not bring new money to the table (debt financing)
- Variable amount of funding

FUNDING SOURCES/CATEGORIES

TRANSPORTATION DEVELOPMENT CREDITS (TDCs)

- TDCs are “earned” by the region when toll revenues are used to fund capital projects on public highways
- TDCs are not money or cash
- They do not increase funding for a given project
- Eligible “match” to federal funding award
- 465 million credits available presently in DFW region
- 131.46 million TDCs programmed to date

FUNDING SOURCES/CATEGORIES

CATEGORY 12 STRATEGIC PRIORITY

- Projects with specific importance to the State
- Funds projects that:
 - Promote economic opportunity
 - Increase efficiency on military deployment routes
 - Retain military assets in response to the federal military base realignment and closure reports
 - Maintain the ability to respond to both man-made and natural emergencies
- Provide pass-through toll financing for local communities
- Projects are selected by TxDOT

FUNDING SOURCES/CATEGORIES

CATEGORY 12 STRATEGIC PRIORITY (CMAQ & STP-MM RECONCILIATION)

- NCTCOG staff in coordination with TxDOT staff work to reconcile the Category 5 and 7 funds annually.
- These funds represent a periodic reallocation of funds identified as part of the annual reconciliation
- Funds are placed into the following subcategories
 - Category 12 (S) for Category 7 (STP-MM) Reconciliation
 - Category 12 (C) for Category 5 (CMAQ) Reconciliation
- Shown as Category 12 (S) and Category 12 (C) in the TIP/STIP
- Variable amount of funding

ELIGIBILITY FOR FEDERAL FUNDS

FEDERAL FUNCTIONAL CLASSIFICATION SYSTEM

Functional Classification Eligibility	
Principal Arterials (Rural/Urban), Including Interstates	Eligible
Minor Arterials	Eligible
Major Collectors	Eligible
Minor Collectors	Not Eligible
Local Streets	Not Eligible
Local Roads	Not Eligible

Projects must be on the Federal-aid Highway System, and
Facility must be functionally classified above a major collector

PROJECT SELECTION AND DEVELOPMENT

PROJECT SELECTION

Occurs through:

- Calls for projects
- Funding initiatives

Involves:

- Competitive project selection (technical review),
- Strategic project selection (based on priorities), or
- Partnerships (“roundtable discussions”)

Timing:

- Federal funds = every 2-3 years or as funds become available
- Regional Toll Revenue, RTC/Local = as funds become available

PROJECT SELECTION

Projects Can Be Submitted:

- Through calls for projects
- In between calls for projects, agencies can request project funding; however, there is no guarantee that the project will be funded between calls

Future Calls for Projects:

- Anticipate funding the Metropolitan Transportation Plan (MTP) in the future
- In this scenario, there would be no large calls for projects
- Instead, Staff and the RTC would review the staging of the MTP to identify the next subset of projects to fund

APPROVAL PROCESS

- Staff review & recommendation
- Public Involvement
- STTC Action
- RTC Action
- Commission approves projects through UTP
- Commission concurrence on RTR-funded projects
- Add projects to TIP/STIP
- Local agency signs agreement with TxDOT

PRIORITIZATION OF IMPROVEMENTS IN THE MOBILITY PLAN

Maintenance and Operation of Existing Facilities

Improve Efficiency of Existing Facilities

Trans. System Management
Intelligent Trans. Systems

Remove Trips From System

Carpool/Vanpool Program
Pedestrian/Bicycle Facilities

Induce Switch to Transit

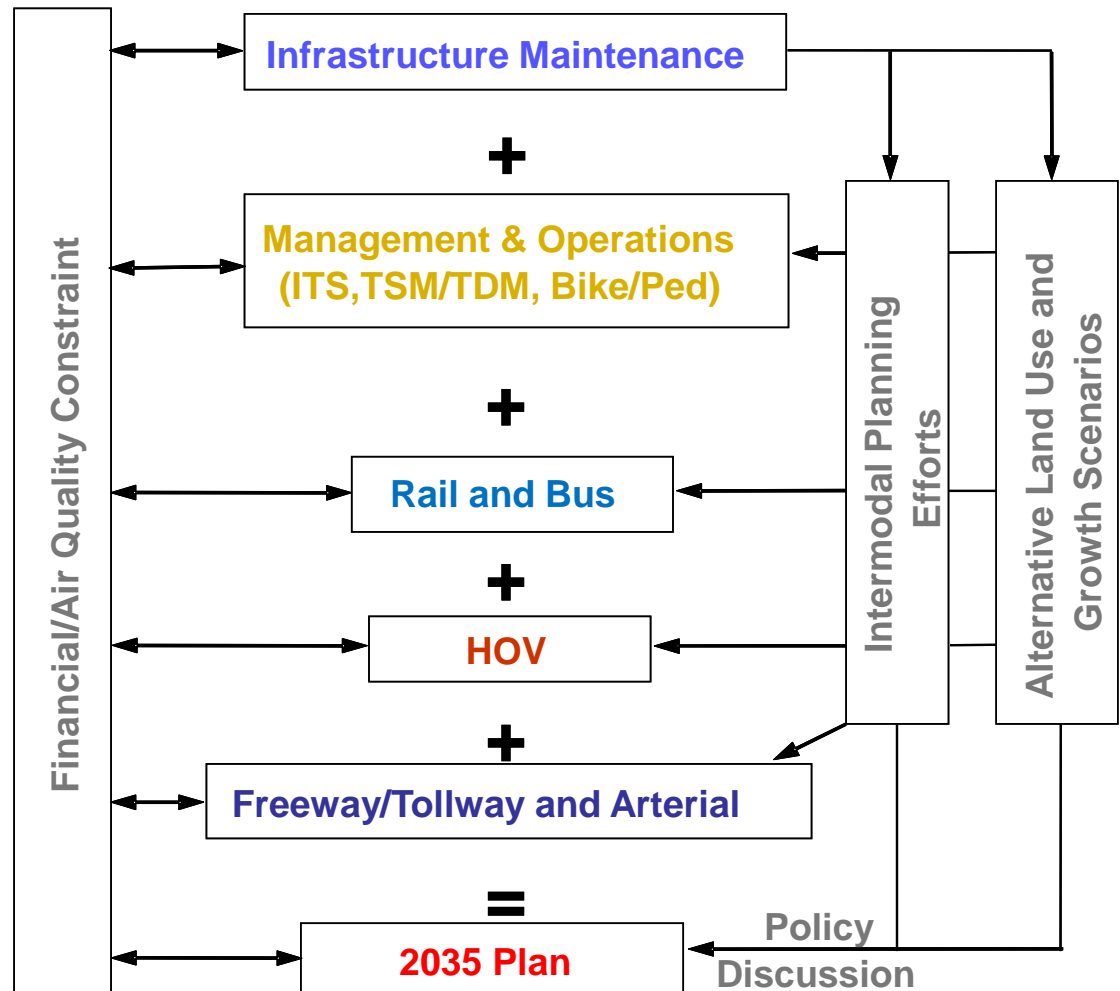
Bus/Commuter Rail/Light Rail

Increase Auto Occupancy

HOV System

Additional Single Occupant Vehicle Capacity

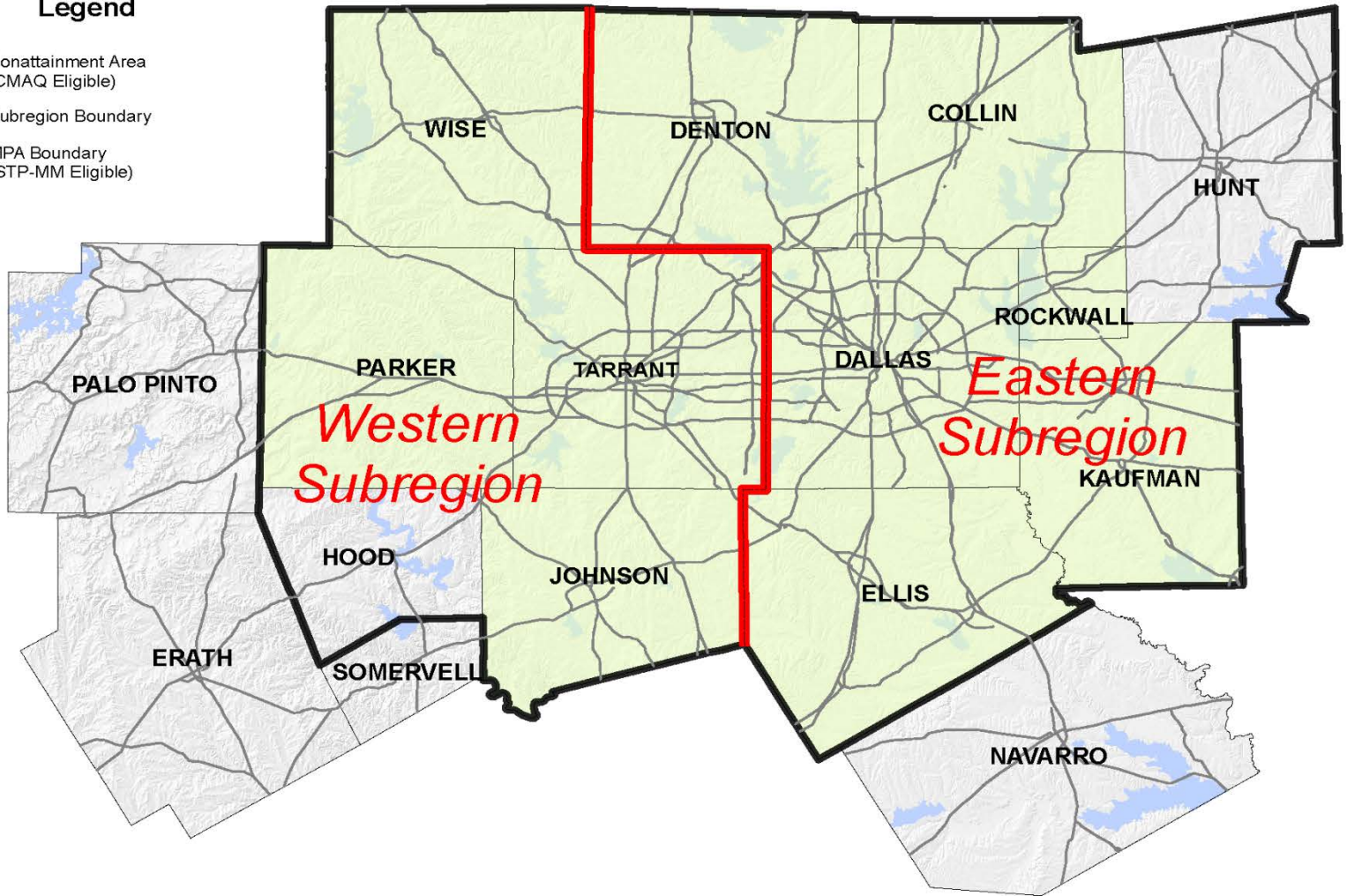
Freeway/Tollway
Regional Arterial



MPO PLANNING AREA AND SUBREGIONS

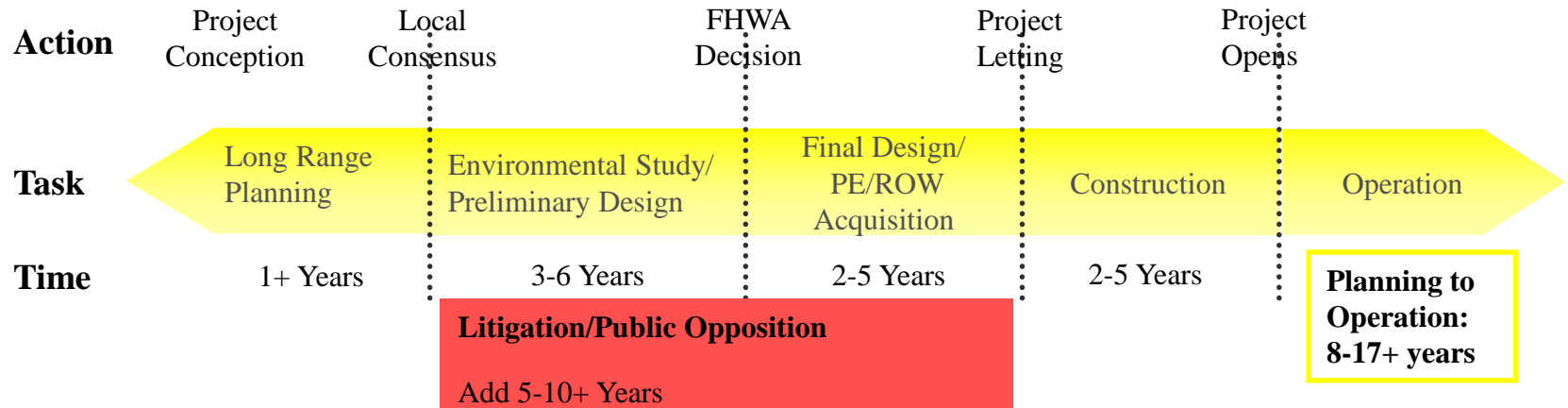
Legend

-  Nonattainment Area (CMAQ Eligible)
-  Subregion Boundary
-  MPA Boundary (STP-MM Eligible)

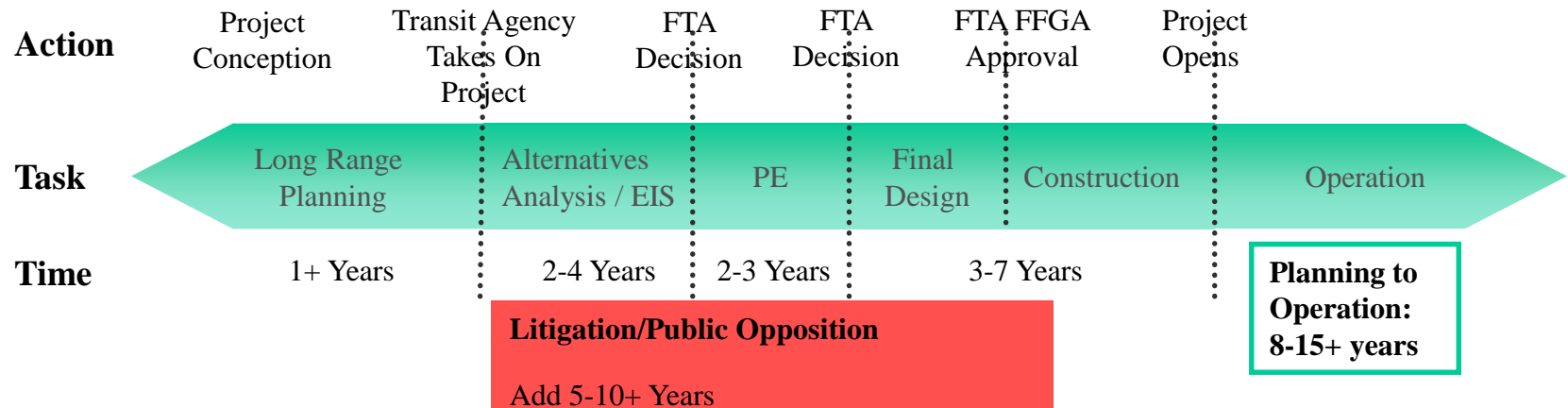


PROJECT DEVELOPMENT SCHEDULES

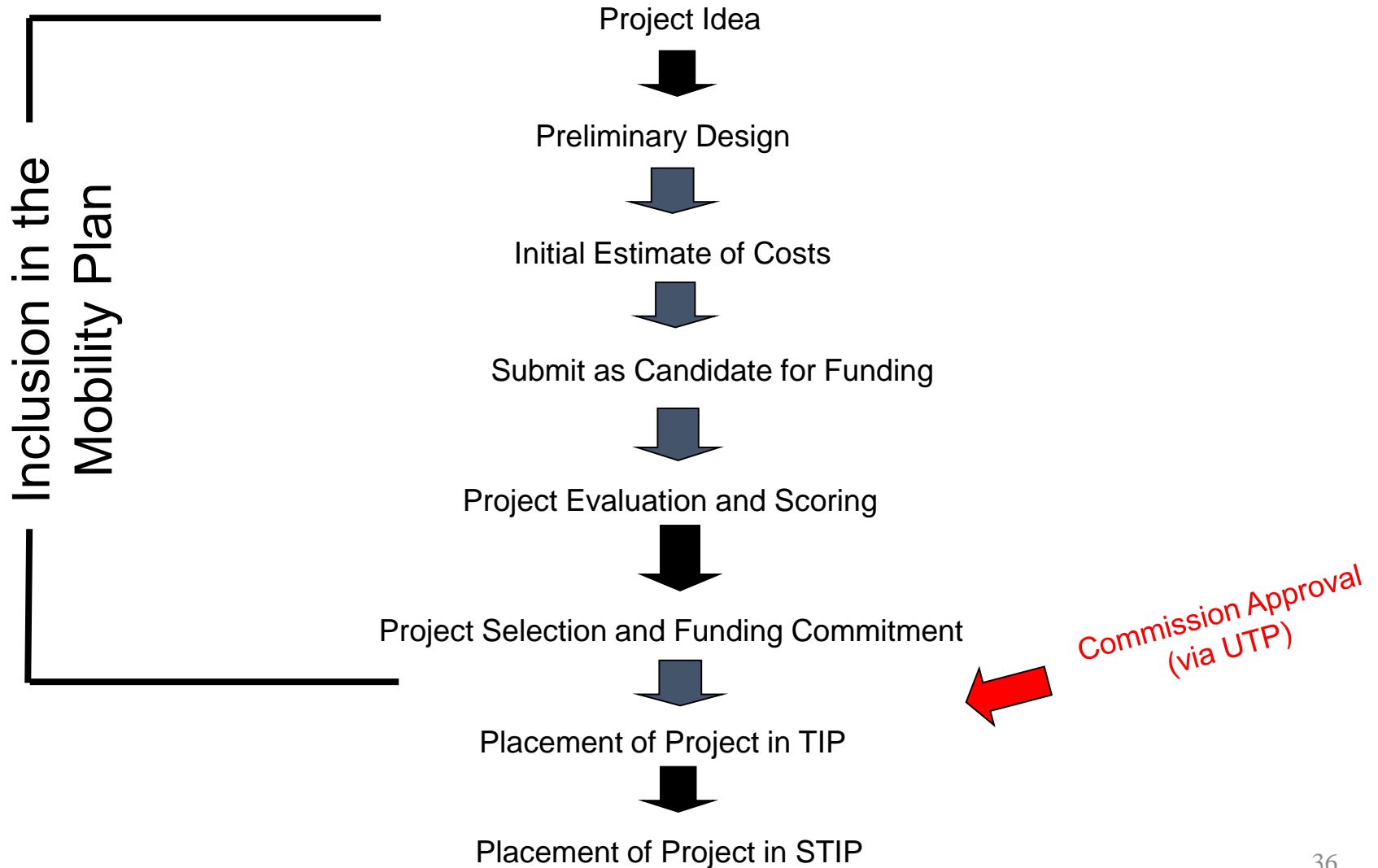
Typical Roadway Project Development Process



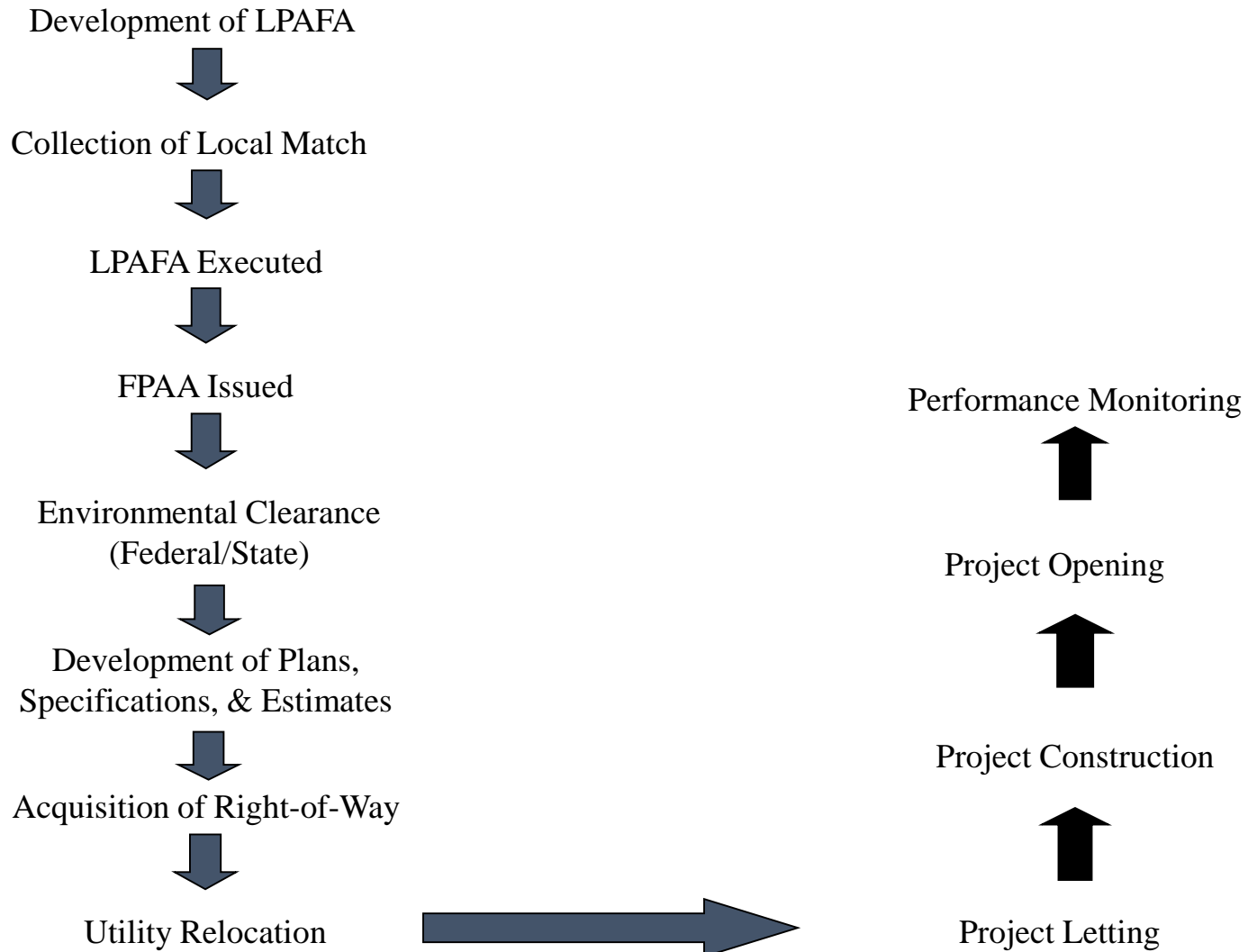
Typical Transit Project Development Process



PROJECT DEVELOPMENT PROCESS



PROJECT DEVELOPMENT PROCESS (Continued)



PROJECT GUIDANCE



COST ESTIMATES

- Specify Requested Funding by Phase (i.e., Environmental, PE, ROW, Utilities, Construction, E&C)
 - Ranges/Estimates provided in packet, used by staff when reviewing project requests
 - Utilities (Eligibility, Match Agreement)
- Provide Cost Breakdown by Phase
- Provide Date of Latest Cost Estimate
- Show Roadway and Non-Roadway Costs
 - Landscaping
 - Mitigation
 - Pedestrian Amenities
- Eligible project costs and construction cost ranges available in packet



COST ESTIMATES

(CONTINUED)

- Amenities and Landscaping
 - One percent (1%) threshold (construction costs) for On-System Projects
 - Above 1% may be eligible for federal funding, but not eligible for State match for On-System Projects
 - Some amenities may be 100% local and not apply toward 20% Match
- E&C Charges
 - What are they?
 - When do they apply?
 - Estimate is given as an average, as they change every year
 - Make sure to account for them in project cost estimates
 - See handout in packet for general guidelines

PROJECT COSTS

- Pros and cons of using federal funds for PE and ROW
 - Federal/TxDOT design standards
 - Federal procedures
 - Timing
- Pros and cons of using local funds for PE and ROW
- Items typically funded 100% locally on federal projects
 - May not count toward the local match requirement
 - Examples include environmental mitigation - hazardous waste, tree mitigation, wetlands
 - Cost for zoning/ordinances required above TxDOT standards
- Guidance regarding eligible project costs is available in the packet

LOCAL MATCH

- Generally a 20% local match is required for federal funds
 - Cash match is best
 - In-kind match is possible, but difficult to implement or justify
 - Local funds spent prior to LPAFA execution does not count in the 20% match calculation
- Regional Toll Revenue and RTC/Local funds have varying local match requirements
 - Cash match up to 20% generally required
 - In-kind matches may be accepted on a project by project basis

UTILITIES

- Federally funded, On-System, non-interstate project (i.e., SH, US, FM, BUS), in which utilities are in State's ROW—if utilities must be moved to widen facility, owner must move at owner's or local government's expense
- Federally funded, On-System, non-interstate project in which utilities are in own easement—if Roadway encroaches upon easement, federal and State funds can pay for relocation
- Federally funded, On-System, interstate project—utility relocation funded with 100% federal funds
- Federally funded, Off-System project, in which utilities are located in easement—relocation reimbursed with federal funds



UTILITIES

(CONTINUED)

- Federally funded, Off-System project, in which utilities are located in easement—relocation funded 100% locally
- Federally funded, Off-System project, in which utilities are not in easement—relocation funded 100% locally
- Federal or state funded, bridge program—local entities must buy ROW and pay for relocation costs (100% local)
- RTC/Locally Funded project—relocation not eligible
- Burying utilities—not eligible
- Additional information available in workshop materials and on TxDOT's local government web page



OTHER REQUIREMENTS

- ITS Architecture statement required for all ITS projects
- See handout in packet for details

CONTRACTING WITH TXDOT

- Applies to all federally and State-funded projects
- Local agreement execution process
 - Once project is approved in TIP/STIP, implementing agency should contact district representative
 - District sends draft LPAFA to implementing agency
 - Implementing agency sends executed LPAFA to district with first installment of local match
 - District sends final LPAFA to TxDOT Austin
 - TxDOT sends request to FHWA for FPAA
 - FPAA is received from FHWA
 - Project initiation
 - TxDOT Fort Worth initiates kickoff meeting
 - Agencies in TxDOT Dallas District should initiate kickoff meeting
 - TxDOT Paris District works in coordination with agencies to initiate kickoff meeting

CONTRACTING WITH TXDOT

(CONTINUED)

- Timeline
- Supplemental agreements
- Implementing agencies must sign standard agreement
 - LPAFA (example in handout)
 - Right-of-Way Participation Agreement (example in handout)
 - Terms are not negotiable
- Link and Table of Contents for TxDOT's Local Government Project Procedures Manual is provided in the packet

CONTRACTING FOR RTR PROJECTS

- On-system Projects—Some or all work on the State Highway System
- Off-system Projects—Projects are entirely off the State Highway System
- Sustainable Development RTR Projects
 - Three party agreement between TxDOT, NCTCOG, and Agency
 - Guidance is available online at:
<http://www.nctcog.org/trans/sustdev/landuse/funding/CFP09.asp>
- Templates available in the packet

CONTRACTING FOR RTC/LOCAL PROJECTS

- Coordinate with NCTCOG staff to initiate the agreement process
- Ensure that the Agency's policy board has taken all necessary actions to receive RTC/Local funds
- Require before and after photos to close out (if applicable)

FEDERAL STANDARDS/PROCESS

- TxDOT standards and specifications required on all federally and State-funded projects
- Required even if project is locally let
- If paying for PE 100% locally, agencies must still use Federal/TxDOT standards on federal projects
- If paying for ROW 100% locally, agencies must still follow federal/TxDOT requirements on federal projects



ENVIRONMENTAL DOCUMENTATION

Types of Environmental Documentation

- Categorical Exclusions (CE):
 - ALL Approved at District Level (since Feb of 2014)
 - Examples of **c-Listed** projects: bike/ped; safety projects; landscaping; signal work; pavement markings
 - Examples of **d-Listed** projects: Adding shoulders, auxiliary lanes; bridge replacement/reconstruction; changes in access control

- Environmental Assessments (EA) and Environmental Impact Statement (EIS):
 - Both will be approved at ENV Level pending NEPA Assignment (anticipated by the end of 2014)
 - EA Example: Added Capacity
 - EIS Example: Toll Road
 - More collaboration will occur between Districts and ENV in developing these documents
 - Early coordination and approval of Technical Memorandums prior to submittal of the formal document

ENVIRONMENTAL DOCUMENTATION (Continued)

- Environmental Document must be completed **Before** project can go to letting or project **Will Be Delayed**
- Early coordination with respective district ENV Coordinators is essential to the project schedule
 - Project scoping needs to be done prior to beginning any ENV work
 - Communication between environmental and design staff is crucial to project development
 - Engineering plans cannot pre-determine the outcome of the Environmental Documentation
- Implementing agencies should be **Proactive** in completing their Environmental Documentation
 - Coordination should begin at the very beginning of the process and not the end
- Depending upon the type of document, the timeframe can vary from 6 months to as long as 36 months

ENVIRONMENTAL DOCUMENTATION (Continued)

- Items to be included in Environmental Documents are now accessible via the Environmental Compliance Toolkit on TxDOT's website
 - search for the keyword “environmental compliance”

- If a consultant is performing the Environmental Documentation, we recommend that they are Pre-certified in the TxDOT Work Categories,
 - If the Implementing Agency is not seeking federal reimbursement, Pre-Certification is not necessary, but Highly Recommended
 - search for the keyword “precertification” on TxDOT's website for more information

- ROW Acquisition cannot occur prior to Environmental Clearance, unless not seeking federal reimbursement for ROW Expenses



Environmental Handbook

Air Quality

This handbook outlines the process steps necessary to comply with the Clean Air Act (CAA), the National Environmental Policy Act (NEPA), and the Federal-Aid Highways code in regards to potential project effects on air quality.

TxDOT Environmental Affairs Division
Release Date: 2/2014
210.01.GUI
Version 1

- Replaced the Environmental Manual
- Covers 20 Subjects
- Focused on process steps necessary to develop Environmental Documents
- Released on-line in the Environmental Toolkits

Environmental Compliance Toolkits

Official ENV Division Documents are only found here in the “*Environmental Compliance Toolkits*”

The screenshot shows the Texas Department of Transportation website. The header includes the TxDOT logo and navigation links for 'A - Z Site Index', 'Contact Us', and 'Español'. Below the header is a search bar and a secondary navigation bar with links for 'Driver', 'Government', 'Business', and 'Inside TxDOT'. The main content area features a 'Divisions' sidebar on the left and a central section for 'Environmental Compliance Toolkits'. The central section includes a breadcrumb trail: 'Home > Inside TxDOT > Divisions > Environmental Affairs'. The main text describes the toolkits as providing subject-specific guidance and technical advice. Below this is a feedback prompt: 'We welcome feedback to help improve the toolkits. Email us with comments.' A bulleted list of toolkit topics is provided, including Air Quality, Archeological Sites and Cemeteries, Bicycle and Pedestrian Accommodation, Coastal Barrier Resources Act, Community Impacts Assessment, Ecological Resources, Farmland Protection Policy Act, Hazardous Materials, Historic Resources, Indirect and Cumulative Impacts, Section 6(f) Land and Water Conservation Fund Act, National Environmental Policy Act (NEPA) and Project Development, Chapter 26, Parks and Wildlife Code, Public Involvement, and Traffic Noise.

Environmental Compliance Toolkits

A - Z Site Index | Contact Us | Español

TEXAS DEPARTMENT OF TRANSPORTATION

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Inside TxDOT

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Divisions

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- Bridge >
- Communications >
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- Maritime >
- Occupational Safety >
- Professional Engineering >
- Procurement Services >
- Public Transportation >
- Rail >
- Right of Way >

Environmental Compliance Toolkits

Home > Inside TxDOT > Divisions > Environmental Affairs

TxDOT Environmental Compliance Toolkits provide subject-specific guidance, technical advice and helpful information about transportation and the environment, and federal and state environmental requirements related to transportation projects. Environmental practitioners can use these tools and resources to determine and comply with appropriate environmental requirements.

We welcome feedback to help improve the toolkits. [Email us](#) with comments.

- [Air Quality](#)
- [Archeological Sites and Cemeteries](#)
- [Bicycle and Pedestrian Accommodation](#)
- [Coastal Barrier Resources Act](#)
- [Community Impacts Assessment](#)
- [Ecological Resources](#)
- [Farmland Protection Policy Act](#)
- [Hazardous Materials](#)
- [Historic Resources](#)
- [Indirect and Cumulative Impacts](#)
- [Section 6\(f\) Land and Water Conservation Fund Act](#)
- [National Environmental Policy Act \(NEPA\) and Project Development](#)
- [Chapter 26, Parks and Wildlife Code](#)
- [Public Involvement](#)
- [Traffic Noise](#)

Go to
www.txdot.gov
Search for the
key word
“environmental
compliance”

TxDOT Websites that you should be aware of:

- You can access the Environmental Compliance Toolkits at <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>
- Presentation at TxDOT's NEPA Assignment Workshop, July 2014 (639 slides) at <http://ftp.dot.state.tx.us/pub/txdot-info/env/txdot-nepa-workshop-071014.pdf>
- 2014 Environmental Conference at <http://www.txdot.gov/inside-txdot/division/environmental/professionals/2014-conference.html>
- Training and Development (Non-TxDOT staff, consultants or contractors may attend the following events or training classes) at <http://www.txdot.gov/inside-txdot/division/environmental/professionals.html>
- NEPA and Project Development Toolkit at <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/nepa.html>

ENVIRONMENTAL DOCUMENTATION FOR RTR PROJECTS

- All RTR projects require environmental review per 43 TAC, Part 1, Chapter 2, Subchapter A.
- The type depends on if the project is on the federal or state highway system and if the project also has federal and state monies.
- Purpose is to ensure that the implementing agency is complying with applicable state and federal laws and regulations.
- The environmental process must be completed before monies for either right-of-way acquisition or construction are distributed by TxDOT.

LOCAL ENVIRONMENTAL REVIEW FOR RTR PROJECTS



- Documentation can be submitted based on your own local environmental review process.
- Checklist can be completed before funding agreement is signed with TxDOT.
- Send to NCTCOG via regular mail or e-mail, but document needs to include a signature. NCTCOG review averages about two weeks.
- The approval should follow typical approval process for each implementing agency (i.e., city council or board approval).
- Following approval, submit letter or resolution to NCTCOG.

LOCAL ENVIRONMENTAL REVIEW CHECKLIST

- Many local governments do not have a formal local environment review process for transportation projects.
- To assist in fulfilling the local environmental review requirements, NCTCOG has developed two local environmental review checklists with instructions.



North Central Texas
Council of Governments
Transportation
Department

Environmental Review
Checklist for

ENVIRONMENTAL INFORMATION	
29. Are there any state threatened or endangered species and/or their habitat located within the proposed project area? If no, go to 30.	<input type="radio"/> Yes <input type="radio"/> No
29A. Has coordination been initiated with TPWD?	<input type="radio"/> Yes <input type="radio"/> No
29B. If yes, explain the results of the coordination efforts and attach all relevant correspondence. If no, when will coordination be initiated?	
MIGRATORY BIRD TREATY ACT	
30. Based on field observations, are migratory birds located in the proposed project area?	<input type="radio"/> Yes <input type="radio"/> No
31. Are old or abandoned migratory bird nest located in the proposed project area? State the type of nest and abundance.	<input type="radio"/> Yes <input type="radio"/> No
32. Will the construction plans include specifications that will require compliance with the Migratory Bird Treaty Act?	<input type="radio"/> Yes <input type="radio"/> No
FARMLAND	
33. Does the proposed project area cross any prime or unique farmlands that is not already in or committed to urban development? If yes, fill out form CPA-106 and submit to the NRCS and attach a copy to this form.	<input type="radio"/> Yes <input type="radio"/> No
WETLANDS/WATERS OF THE US	
34. Will the project impact any USACE wetlands, water bodies, or streams? If no, go to 35.	<input type="radio"/> Yes <input type="radio"/> No
34A. Will the impacts be authorized under a NWP? If no, go to 34B.	<input type="radio"/> Yes <input type="radio"/> No
34A.i Will a PCN be required?	<input type="radio"/> Yes <input type="radio"/> No
34A.ii Specify what NWP will be used and the include date (or anticipated date) of permit.	NWP: _____ Date: _____
34B. Has the USACE issued the IP? List the date (or anticipated date) of permit. Attach all relevant correspondence.	<input type="radio"/> Yes <input type="radio"/> No Date: _____
WATER QUALITY	
35. Will the project require a USACE permit? If no, go to 36.	<input type="radio"/> Yes <input type="radio"/> No
35A. Are the impacts covered under the USACE permit equal to or greater than three acres of water bodies or wetlands or equal to or greater than 1,500 linear feet of stream? If no, go to 35B.	<input type="radio"/> Yes <input type="radio"/> No
35A.i. Has a Tier II Section 401 water quality certification been submitted to the TCEQ?	<input type="radio"/> Yes <input type="radio"/> No
35A.ii Have BMPs been included in the construction plans? Go to 36.	<input type="radio"/> Yes <input type="radio"/> No
35B. Has a Tier I Section 401 water quality certification checklist been completed for the permit and sent to the USACE with the PCN or IP (if applicable)?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Not Applicable
36. Will the project disturb more than one acre but less than five acres? If no, go to 37.	<input type="radio"/> Yes <input type="radio"/> No
36A. Do the construction plans comply with the TPDES General Permit for Construction Activity and include a SW3P?	<input type="radio"/> Yes <input type="radio"/> No
37. Will the proposed project disturb more than five acres? If no, go to 38.	<input type="radio"/> Yes <input type="radio"/> No
37A. If yes, has a NOI been filed with the TCEQ detailing the SW3P for the project?	<input type="radio"/> Yes <input type="radio"/> No

WHICH CHECKLIST SHOULD BE USED?

- Full Checklist (8 pages)
 - Use if a project requires right-of-way, major construction, or permitting or is controversial.
- Simplified Checklist (1 page)
 - Use if a project would have little or no environmental impacts based up the type of work that is performed under normal circumstances.
 - Typical projects that may qualify include landscaping, fencing, signing, pavement markings, sidewalks, and traffic signals.

BEFORE using the *Simplified Checklist*, please call Nathan Drozd or Sandy Wesch to verify it is appropriate.

CHECKLISTS

- Under “Implementing Local Entity Projects with RTR Funds” on RTR web site
- Instructions/Guidelines:
<http://www.nctcog.org/trans/rtr/GlinesAug2011.pdf>
- Full Checklist:
http://www.nctcog.org/trans/rtr/LERForm_20101022.pdf
- Simplified Checklist:
<http://www.nctcog.org/trans/rtr/FormAug2011.pdf>

www.nctcog.org/trans/rtr/

The screenshot shows the top navigation bar with the text "REGIONAL TOLL REVIEW" in white on an orange background. Below this are three blue buttons with white text: "+ RTR Calls for Projects", "+ RTR Fund and Project Tracking System", and "+ Implementing Local Entity Projects with RTR Funds". The third button is selected, and its content is displayed below. The content includes a paragraph about RTR funds, a list of PDF links for project closeout and progress reports, a section for "Agreements" with two PDF templates, a section for "Environmental Review" (circled in orange) with three PDF links, and a section for "Invoicing/Status Reporting" with a paragraph about monthly reporting.

REGIONAL TOLL REVIEW

+ RTR Calls for Projects

+ RTR Fund and Project Tracking System

+ **Implementing Local Entity Projects with RTR Funds**

TxDOT, cities, counties and other transportation partners were recipients of RTR funds. Below are the steps for initiating and implementing projects awarded RTR funds. Below are agreements important to the process.

- [Project Closeout Checklist for RTR Advance Projects \[PDF\]](#)
- [Local Entity Progress Report - August 2011 \[PDF\]](#)

Agreements

- [Template TxDOT, local entity agreement \(on-system projects\) \[PDF\]](#)
For RTR projects with **SOME OR ALL WORK ON** the state highway system
- [Template TxDOT, local entity agreement \(off-system projects\) \[PDF\]](#)
For RTR projects **ENTIRELY OFF** the state highway system

Environmental Review

- [Instructions/Guidelines for Environmental Review Process for Local Projects \(Aug 2011\) \[PDF\]](#)
- [Full Checklist – Interactive PDF document form for environmental review \[PDF\]](#)
- [Simplified Checklist \[PDF\]](#)

Invoicing/Status Reporting

Entities implementing RTR funded projects are required to submit monthly reports to the online reporting system (<http://rtrinternal.nctcog.org>) for each phase of each project and monthly reports should:

HELPFUL HINTS

- If hiring a consultant, make them aware of the checklist and/or contact NCTCOG to help develop the scope for the environmental work
- If using the checklist, the document needs to include a signature
- If a NEPA document was approved for the project prior to the funding change to RTR, submit the document and approval letter to fulfill the environmental requirement
- Attach additional pages, as necessary, to answer the questions

TxDOT REVIEW OF PLANS

- Every federal or state funded project requires TxDOT review of plans
- 30% Plans
 - Implementing agency sends to TxDOT District
 - TxDOT reviews plans
- 60% Plans
 - Implementing agency sends to TxDOT District
 - TxDOT reviews plans
- 90-95% Plans
 - Implementing agency sends to TxDOT District

TXDOT REVIEW OF PLANS (CONTINUED)

- 100% Plans (Final Review)
 - Implementing agency sends to TxDOT District
 - Plans are processed for letting
- Other review requirements
 - Bridge layouts
 - Railroad crossings
- Timeline of the plan review process is available in the packet



LOCAL LETS

- What is a locally let project?
- TxDOT makes the decision regarding ability to locally let a project upfront
- Differences between TxDOT let and locally let projects
- Process/Requirements
 - Implementing Agency Requests Local Letting
 - TxDOT Staff Must Sit in on Bid
 - Inspected Periodically to Verify Billing Submittals
 - Plans Must Meet AASHTO Standards
- Timeline
- Local agency has to attend the TxDOT Local Government Project Procedures training

PROJECT MODIFICATIONS, TRACKING, AND CLOSE-OUT

DEVELOPMENT OF THE TIP

www.nctcog.org/trans/tip/

- Inventory of funded projects
- Identifies
 - Scope of work
 - Approved funding types, amounts, and phases
 - Approved timing for projects
- Approved by the RTC
- Included in the Statewide TIP (STIP)
- Financially constrained using allocations from the Unified Transportation Program (UTP)

MODIFICATION OF THE TIP

- Governed by Regional Transportation Council TIP modification policy
- Includes RTC action items, administrative amendments, previous action items, and staff action items
- Quarterly cycle (Feb., May, Aug., & Nov.)
- Information on the TIP modification process is available at <http://www.nctcog.org/trans/tip/modification.asp>
- Requests for adding, deleting, or modifying projects must be submitted online in the Revenue and Project Tracking System (RAPTS) at <http://rtrinternal.nctcog.org>
- TIP modification submittal workshop was held in July 2014; detailed information available online:
 - <http://www.nctcog.org/trans/tip/TIPModSubWkshp.pdf> (Handouts)
 - <http://nctcog.swagit.com/play/07082014-536> (Video Recording)

TIP MODIFICATIONS

(CONTINUED)

- STIP Revision Policy
 - Only Applies to Certain Modifications
 - Entails Federal and State Review (two additional months of review time)
- Types of changes that require a TIP modification are:
 - Changes in fiscal year
 - Funding revisions
 - Scope, limits, or facility changes
 - Others (See policy)
- Fixed Funded Projects
 - Sustainable Development
 - ITS



TIP MODIFICATIONS

(CONTINUED)

- Established “TIP Points of Contact” must enter TIP modifications
- TIP Modifications deadlines must be met and are available in your packet and continually updated at <http://www.nctcog.org/trans/tip/modification.asp>

PROJECT VERIFICATIONS

- Verification of project status should be completed by local partners throughout the project development process.
- Specifically, agencies should check the TIP/STIP six months prior to:
 - Environmental clearance
 - Starting any phase of the project (includes engineering, ROW acquisition, utilities, and construction)
 - Letting
- Lack of planning can cause significant project delays

www.nctcog.org/trans/tip/

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Transportation Funding and the Transportation Improvement Program

Within metropolitan areas across the country, regional transportation projects are tracked through Transportation Improvement Programs. The Transportation Improvement Program (TIP) is a staged, multiyear program of projects approved for funding by federal, state, and local sources within the Dallas-Fort Worth area. Every two to three years, the North Central Texas Council of Governments (NCTCOG), in cooperation with the Texas Department of Transportation (TxDOT), local governments, and transportation agencies, develops a new TIP.

Select Language

General Information

- [Frequently Asked Questions about the TIP](#)
- [How are transportation projects funded?](#)

RAPTS - TIP Modification Submittal System

- [TIP Modification Submittal Workshop Handout](#)
- [Video Recording of TIP Modification Submittal Workshop](#)

2013-2016 TIP

- [RTC approved on April 12, 2012](#)
- [FHWA and FTA approved on November 1, 2012. See Appendix G for federal approval letter.](#)
- [Modification of the TIP - policies, procedures, archived modifications](#)

2015-2018 TIP--pending State and federal approval

Previous TIPs

[2011-2014 TIP - 2011 Amendment](#) (Federal Highway Administration and RTC-approved)
[2008-2011 TIP - 2009 Amendment](#)

Annual Project Listings

RAPTS - Revenue and Project Tracking System (Current as of May 2014) - click on icon below:



TIPINS - Transportation Improvement Program Information System (Current as of August 2014)

- [Project Search Engine](#)

Funding Initiatives/Calls for Projects

2013-2016 TIP

**2015-2018 TIP
pending State and
federal approval**

FINDING PROJECT-SPECIFIC INFORMATION

Print this page

Transportation Funding and the Transportation Improvement Program

Within metropolitan areas across the country, regional transportation projects are tracked through Transportation Improvement Programs. The Transportation Improvement Program (TIP) is a staged, multiyear program of projects approved for funding by federal, state, and local sources within the Dallas-Fort Worth area. Every two to three years, the North Central Texas Council of Governments (NCTCOG), in cooperation with the Texas Department of Transportation (TxDOT), local governments, and transportation agencies, develops a new TIP.

General Information

- [Frequently Asked Questions](#) about the TIP
- [How are transportation projects funded?](#)

RAPTS - TIP Modification Submittal System

- [TIP Modification Submittal Workshop Handout](#)
- [Video Recording of TIP Modification Submittal Workshop](#)

2013-2016 TIP

- [RTC approved on April 12, 2012](#)
- [FHWA and FTA approved on November 1, 2012. See Appendix G for federal approval letter.](#)
- [Modification of the TIP - policies, procedures, archived modifications](#)

2015-2018 TIP--pending State and federal approval

Previous TIPs

[2011-2014 TIP - 2011 Amendment \(Federal Highway Administration and RTC-approved\)](#)
[2008-2011 TIP - 2009 Amendment](#)

Annual Project Listings

RAPTS - Revenue and Project Tracking System (Current as of May 2014) - click on icon below:



TIPINS - Transportation Improvement Program Information System (Current as of August 2014)

- [Project Search Engine](#)

Funding Initiatives/Calls for Projects

TIPINS
Transportation Improvement Program Information System
▪ **Project Search Engine**

TIPINS HOMEPAGE

<http://nctcog.org/trans/tip/tipins>

TIPINS: Transportation Improvement Program Information System - NCTCOG.org - Microsoft Internet Explorer provided by NCTCOG

http://www.nctcog.org/trans/tip/tipins/index.asp

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TIPINS: Transportation Improvement Program Information System

Welcome to TIPINS, NCTCOG's Transportation Improvement Program Information System! These pages are designed to provide information about the Transportation Improvement Program (TIP) projects in the Dallas-Fort Worth metropolitan planning area. The system was last updated in May 2010 and includes projects selected or programmed by the Regional Transportation Council, TxDOT, and local agencies. [What is the TIP?](#)

Please select one of the following methods to begin your TIP search:

- [Query](#) using parameters that you input (such as city and project type)
- Use [interactive map](#) to identify projects in your area of interest (this takes you to our dfwmaps.com site; look under Transportation -> Improvement Project section for layer controls and legends)



6/21/2010 05:29/2009 LMP

CONTACT US | SITE MAP | LEGAL | SYSTEM REQUIREMENTS

North Central Texas Council of Governments | 616 Six Flags Drive P.O. Box 5888 Arlington, TX 76005-5888
Main Operator: (817) 640-3300 | Fax: (817) 640-7806

RTR PROJECT CLOSEOUTS

- RTR projects must be closed out properly so that any remaining funds are placed back in the appropriate accounts and made available for future programming.
- Information on the closeout process is available at the following web address.
 - <http://nctcog.org/trans/rtr/Aug2012Wrkshp2.pdf> (Handouts)
 - <http://nctcog.swagit.com/play/08242012-530> (Video Recording)
- Sample RTR closeout checklist provided in the packet

RTR HOMEPAGE

<http://nctcog.org/trans/rtr/>

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Regional Toll Revenue Funding Initiative Overview

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The Regional Toll Revenue funding initiative expedites transportation projects by providing desperately needed funding.

The Texas Legislature enabled the Texas Department of Transportation to consider public- and private-sector partnerships to finance roadways. The result is a completed project with a toll component and revenue for transportation projects.

Reliance on traditional funding sources will not be sufficient to meet mobility needs of the growing region.

Increasing costs, an aging infrastructure system and decreasing revenue contribute to a funding shortfall. A general summary of how transportation projects move from idea to funding to implementation is [available](#).

[+ SH 121 and Other Transportation Projects](#)

[+ RTR Calls for Projects](#)



RTR TRACKING SYSTEM

<http://rtr.nctcog.org/>



Revenue and Project Tracking System

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My Projects

No Projects have been added to My Projects.

SH 121 RTR Funding Balances as of June 30, 2014

Description	Account 1	Account 2	Total
RTR Initial Allocation	\$2,459,931,000	\$737,173,248	\$3,197,104,248
Interest Received	\$187,446,273	\$45,576,519	\$233,022,792
Equity Reclassifications	\$14,724,988	-\$9,243,652	\$5,481,336
Loan Payoffs Received	\$8,000,000	\$280,438,490	\$288,438,490
Project Disbursements	-\$1,432,592,514	-\$625,917,155	-\$2,058,509,669
RTR Investment Balance	\$1,237,509,747	\$428,027,450	\$1,665,537,197
Advances to Local Entities	\$732,992,654	\$49,915,267	\$782,907,921
Local Entity Interest	\$15,123,424	\$90,571	\$15,213,995
Local Entity Expenditures	-\$287,779,798	-\$21,853,694	-\$309,633,492
RTR Funds Balance as of 6/30/2014*	\$1,697,846,027	\$456,179,594	\$2,154,025,621

* = Spent to Date amounts are less than TxDOT reported expenditures to reflect the unused advance balances being held by Local RTR Entities by \$473,274,429

SH 121 RTR Project Commitments

Description	Account 1	Account 2	Total
RTR Initial Balances	\$2,459,931,000	\$737,173,248	\$3,197,104,248
Interest Earned	\$187,446,273	\$45,576,519	\$233,022,792
Equity Reclassifications	\$14,724,988	-\$9,243,652	\$5,481,336
Current Committed Projects*	-\$2,728,068,482	-\$557,763,143	-\$3,285,831,625
Loan Committed Projects*	-\$136,858,400	-\$527,533,394	-\$664,391,794
Loan Payoffs Received	\$8,000,000	\$280,438,490	\$288,438,490
Funds for Future projects	-\$194,824,621	-\$31,351,932	-\$226,176,553

* = Committed Funds are as of May 1, 2014

**Negative Available Funds are Committed Loans to be paid back in near term.

RTR REPORT SAMPLE

<http://rtr.nctcog.org/>



REGIONAL TOLL REVENUE

Revenue and Project Tracking System

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SH 121 RTR Funding Balances By County as of June 30, 2014

County	RTR Initial Allocation	Interest Received	Spent To Date	Reclassifications	Ending Balances
COLLIN	\$873,675,036	\$72,616,130	\$416,288,335	\$25,746,766	\$555,749,597
DALLAS	\$509,618,479	\$26,758,496	\$537,005,572	\$78,338,587	\$77,709,990
DENTON	\$1,608,602,851	\$120,026,720	\$566,280,973	\$19,907	\$1,162,368,505
ELLIS	\$3,568,674	\$917,737	\$27,642,701	\$24,100,000	\$943,710
HOOD	\$0	\$0	\$0	\$0	\$0
HUNT	\$0	\$0	\$0	\$0	\$0
JOHNSON	\$4,198,212	\$211,437	\$0	\$-4,409,649	\$0
KAUFMAN	\$2,727,555	\$431,562	\$12,330,350	\$9,094,826	\$-76,407
PARKER	\$3,411,047	\$171,877	\$0	\$-3,582,839	\$85
ROCKWALL	\$8,490,069	\$1,166,903	\$41,716,074	\$23,142,344	\$-8,916,758
TARRANT	\$117,812,324	\$5,933,437	\$0	\$-120,234,516	\$3,511,245
WISE	\$0	\$0	\$0	\$0	\$0
EAST SET ASIDES	\$37,600,000	\$3,405,917	\$4,343,962	\$2,048,488	\$38,710,443
WEST SET ASIDES	\$27,400,000	\$1,382,579	\$0	\$-28,782,579	\$0
VARIOUS	\$0	\$0	\$0	\$0	\$0
Total	\$3,197,104,247	\$233,022,795	\$1,605,607,967	\$5,481,335	\$1,830,000,410

SH 121 RTR Project Commitments By County

County	RTR Initial Allocation	Interest Received	Reclassifications	Project Commitments	Loan Commitments	Funds for Future Projects
COLLIN	\$873,675,036	\$72,616,130	\$25,746,766	\$968,903,434	\$19,102,758	\$-15,968,260
DALLAS	\$509,618,479	\$26,758,496	\$78,338,587	\$485,810,065	\$626,186,279	\$-497,280,782
DENTON	\$1,608,602,851	\$120,026,720	\$19,907	\$1,670,792,457	\$19,102,757	\$38,754,264
ELLIS	\$3,568,674	\$917,737	\$24,100,000	\$28,400,000	\$0	\$186,411
HOOD	\$0	\$0	\$0	\$0	\$0	\$0
HUNT	\$0	\$0	\$0	\$0	\$0	\$0
JOHNSON	\$4,198,212	\$211,437	\$-4,409,649	\$0	\$0	\$0
KAUFMAN	\$2,727,555	\$431,562	\$9,094,826	\$27,259,438	\$0	\$-15,005,495

RTR PROJECT SEARCH

<http://rtr.nctcog.org/>

Revenue and Project Tracking System



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- BRIDGEPORT
- BURLESON
- CARROLLTON
- CEDAR HILL
- CELINA
- CLEBURNE

Searching for Projects

1. Select the search type in the pull-down.
2. Select one or more items in the lower list.

Note: When searching by county, the search is performed based upon project location rather than funding county.

Note: To select multiple items, hold the control key while clicking on items in the list.

Search By Map



[Go to map search](#)

Search Results

Select Report:

Project List

TIP TEAM CONTACT INFORMATION

www.nctcog.org/trans/tip

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Laura Person	Administrative Assistant	817 608 2349	lperson
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Omar Barrios	Sr. Transportation Planner	817 608 2337	obarrios
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Michael Overton	Transportation Planner II	817 704 2548	moverton
Angela Smith	Transportation Planner III	817 695 9254	asmith2
TIP/STIP and Federal/State Projects			
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NCTCOG CONTACT INFORMATION

www.nctcog.org/trans/tip

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Sustainable Development & Bike/Pedestrian			
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Trey Ingram	Transportation Planner II	817 704 2505	tingram
Fiscal Management Team			
Emily Beckham	Grants and Contract Supervisor	817 608 2308	ebeckham

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TxDOT Paris District			
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Penny Sansom	Transportation Planner	903 737 9373	penny.sansom

QUESTIONS/COMMENTS

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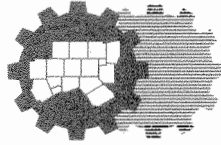
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Purpose, Objectives, and Responsibilities



North Central Texas Council Of Governments

TO: Surface Transportation Technical Committee

DATE: July 30, 2014

FROM: Christie J. Gotti
Senior Program Manager, Transportation Project Programming

SUBJECT: Notice of Transportation Improvement Program Project Implementation Workshop

On August 22, 2014, North Central Texas Council of Governments (NCTCOG) staff in coordination with Texas Department of Transportation (TxDOT) staff will hold a project implementation workshop. The purpose of this workshop is to provide an overview of how transportation projects are implemented with a special emphasis on timeliness and efficacy of project implementation. The following topics will be discussed:

1. How transportation needs are identified
2. Sources of funding and funding eligibility
3. Project selection and development process
4. TxDOT and NCTCOG construction/implementation guidelines
5. Project tracking including TxDOT and NCTCOG close-out processes

The workshop will take place from 9:30 am until 12:00 pm in the NCTCOG Transportation Council Room, located at 616 Six Flags Drive, Arlington. Information covered will be beneficial for projects being implemented by local agencies. We encourage all agencies to send veteran and new staff members that implement Regional Transportation Council (RTC) and TxDOT funded projects to this training.

In order to ensure that sufficient training materials are on hand, please respond to Laura Person at lperson@nctcog.org, or (817) 608-2349, with the names and contact details of those planning to attend. If you have any questions, please contact Adam Beckom, AICP, Principal Transportation Planner, at abeckom@nctcog.org or (817) 608-2344.

Christie J. Gotti

AS:lp

cc: Transportation Department Sr. Program Managers

Project Selection and Development Process

**ROADWAY ELIGIBILITY FOR FEDERAL FUNDS
FEDERAL FUNCTIONAL CLASSIFICATION SYSTEM**

Functional Classification Eligibility	
Principal Arterials (Rural/Urban), Including Interstates	Eligible
Minor Arterials	Eligible
Major Collectors	Eligible
Minor Collectors	Not Eligible
Local Streets	Not Eligible
Local Roads	Not Eligible

Definitions:

Interstates: Part of the Interstate Highway System, provide controlled access and maximum mobility.

Principal Arterials (Urban): In large areas, serve intra-urban traffic, as well as through traffic; serve major activity centers and have the highest traffic volumes.

Principal Arterials (Rural): Connect most small urban areas and provide through county traffic, no access controlled roads that carry larger volumes of traffic for longer distances.

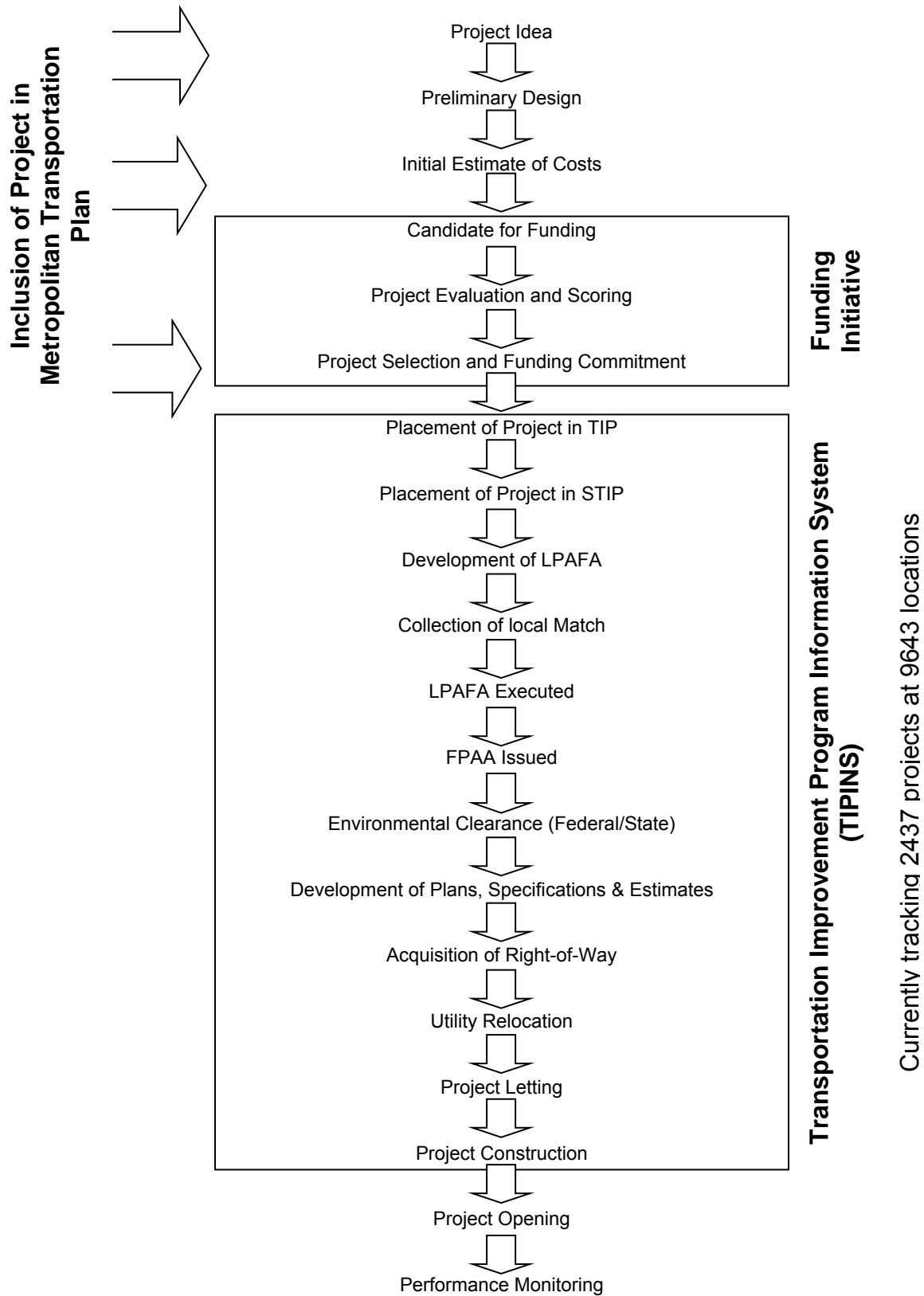
Minor Arterials: Connect small urban areas with a lower level of mobility. Provide more frequent direct access to adjacent land for shorter distances. Serve smaller geographic areas than streets classified as Principal Arterials.

Major Collectors: Serve the combined purposes of vehicular movement and access to adjacent property. Serve small towns and developments not served by arterials in rural areas. Collect traffic from local roadways with more intersections than arterials. Provide circulation to residential, commercial, and industrial areas. Typically shorter in distance than Minor Arterials. May be more integrated into neighborhoods than Minor Arterials in urban areas.

Minor Collectors: Collect traffic from local roadways. Typically shorter in distance than Major Collectors. Integrated into neighborhoods more than Major Collectors with frequent intersections and various cross-sections.

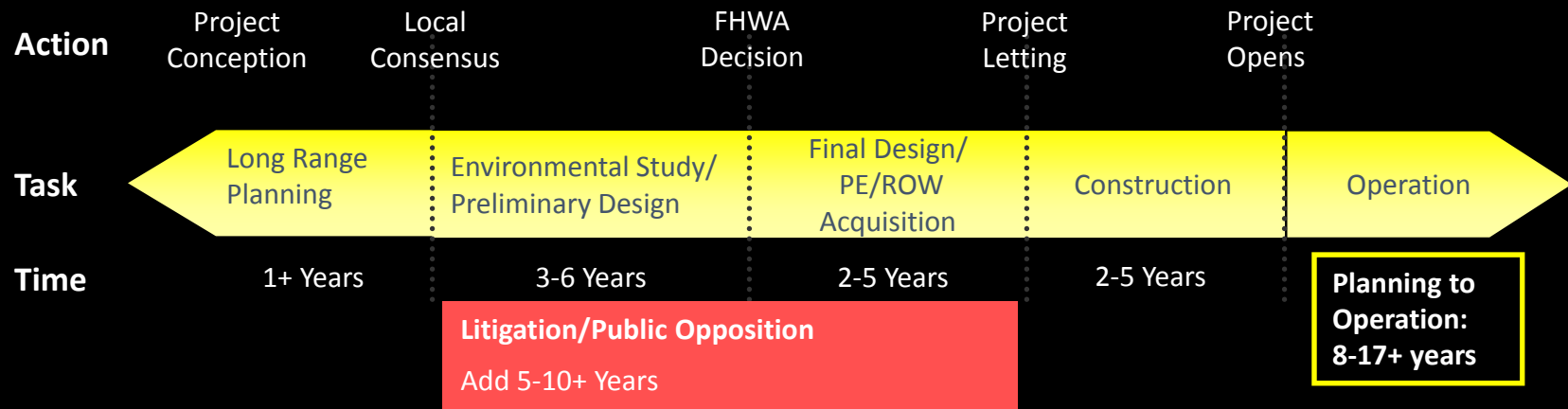
Local Streets/Roads: Primary purpose is frequent access to adjacent land, service over relatively short distances with through traffic discouraged.

Tracking Projects Through the Project Development Process

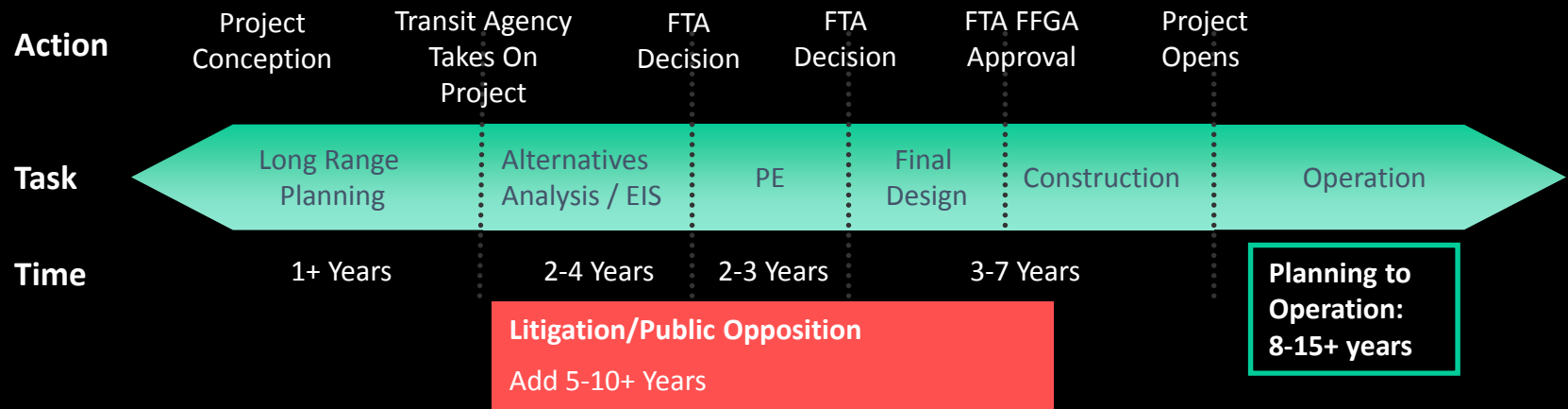


Project Development Schedules

Typical Roadway Project Development Process



Typical Transit Project Development Process



EIS: Environmental Impact Statement

FFGA: Full Funding Grant Agreement

Project Guidance

CONSTRUCTION COST RANGES

(Updated August 2014)

Arterial Capacity (excluding ROW)	\$1,000,000-\$1,500,000 per lane-mile
Intersection Improvements (excluding ROW)	\$150,000-\$200,000 per turn lane \$500,000-\$600,000 per intersection
New Signals (mast arm installation): <ul style="list-style-type: none"> • Diamond interchange (6 approaches) • Cross intersection (4 approaches) • Tee intersection (3 approaches) 	\$300,000-\$500,000 \$150,000-\$300,000 \$100,000-\$200,000
Replace Signals (spanwire to mast arms): <ul style="list-style-type: none"> • Diamond interchange (6 approaches) • Cross intersection (4 approaches) • Tee intersection (3 approaches) 	\$300,000-\$500,000 \$100,000-\$200,000 \$100,000-\$200,000
Signal Timing Optimization (with no equipment changes)	\$5,000-\$7,000 per intersection
Signal Upgrade (if controllers have to be changed)	\$15,000-\$30,000 per intersection
Intelligent Transportation Systems: <ul style="list-style-type: none"> • Changeable message signs • Closed circuit television cameras • Center 2 Center software plug-in 	\$75,000-\$150,000 each \$20,000-\$50,000 each \$150,000-\$200,000 per system
Park-and-Ride Lots	\$4,000-\$6,000 per space
Bike/Pedestrian Systems (excluding ROW): <ul style="list-style-type: none"> • Shared use path (trail) (including major earth or bridge work) • On-street routes and bikeways (signing, pavement markings) • Sidewalks (6ft) 	\$1,400,000 per mile \$1,000 to \$18,000 per mile \$15,000 per mile
Alternative Fuel Conversions (light duty public fleet): Incremental Cost of New Light-Duty Vehicles <ul style="list-style-type: none"> • Compressed Natural Gas (CNG) • Hybrid-Electric • Electric Vehicles 	\$7,000-\$11,000 per vehicle \$4,500-\$9,900 per vehicle \$7,500-\$11,000 per vehicle

CONSTRUCTION COST RANGES (CONT'D)

Alternative Fuel Conversions (light and heavy duty public fleet):	Cost Conversions
Incremental Cost of New Heavy-Duty Vehicles	
<ul style="list-style-type: none"> • Compressed Natural Gas • Hybrid-Electric • Electric Vehicles 	\$33,000-\$87,000 per vehicle \$28,000-\$65,000 per vehicle \$120,000-\$130,000 per vehicle
Vehicle Conversions	
<ul style="list-style-type: none"> • Heavy-Duty CNG • Propane (Light-Duty or Heavy-Duty) 	\$20,000-\$70,000 per vehicle \$10,500-\$14,000 per vehicle

Project Cost Estimates on Proposed Projects:

The Metropolitan Planning Organization (MPO) has developed ranges of project cost estimates, using experience from last several years; if a candidate project is below this range, the MPO may either: (a) require a more detailed estimate; or (b) require a local commitment to fully underwrite potential construction cost overrun; (c) require value engineering; or (d) set costs at typical values. These costs do not include major drainage or structures.

ESTIMATING ENGINEERING AND ADMINISTRATIVE COSTS

TxDOT has updated the manner in which these costs are allocated, but the below tables provide an easily understandable way to estimate these costs for project estimation purposes.

Table 1: Use this chart if TxDOT does design work. Takes project from agreement execution through Plans, Specification, and Engineering (PS&E).¹

Estimated Construction Cost (\$)	Estimated Engineering Costs As a Percent of Estimated Construction Costs
0 - 100,000	30 – 28%
100,000 - 250,000	28 – 20%
250,000 - 500,000	20 – 12%
500,000 - 1,000,000	12 – 8%
1,000,000 - 2,000,000	8 – 6%
Over 2,000,000	6%

Table 2: Use this chart if local government designs project. Applicable after PS&E and before the construction phase. Pays for District and Austin review, plus cost to let project. ²

Estimated Construction Cost (\$)	Estimated Engineering Review Costs as a Percent of Estimated Construction Costs
0 – 250,000	4%
250,000-500,000	3%
500,000-3,000,000	2%
Over 3,000,000	1%

Table 3: This chart covers bid receipts and processing, field review, TxDOT overhead, and final audit for a local let.³

Estimated Construction Costs (\$)	Estimated Engineering Review Costs as a Percent of Estimated Construction Costs
0 - 250,000	4%
250,000 – 500,000	3%
500,000 – 3,000,000	2%
Over 3,000,000	1%

Table 4: This covers bid receipts and processing, field review, TxDOT overhead, and final audit for a State let project.⁴

Estimated Construction Costs (\$)	Estimated Engineering and Contingency Costs as a Percent of Estimated Construction Costs
0 – 1,000,000	16%
1,000,000 – 5,000,000	11.5%
5,000,000 – 25,000,000	11%
Over 25,000,000	7.5%

¹ Includes preliminary engineering and design/right-of-way review/environmental review

² Includes preliminary engineering costs when local government does PS&E and TxDOT reviews schematic (Includes 30/60/90 percent submittals of plans)

³ Includes engineering review costs (TxDOT Plan Review)

⁴ Includes engineering and contingency costs (change every year, determined when project lets)

ELIGIBLE FEDERAL PROJECT COSTS¹

	On-System	Off-System
<u>Environmental Mitigation</u> <ul style="list-style-type: none"> • Hazardous waste • Tree mitigation • Wetlands • Historical structures², Archaeological sites • Sound walls³ 	Eligible Eligible Eligible Eligible Eligible	100% local 100% local 100% local Eligible Eligible
<u>Right-of-Way Acquisition⁴</u> <ul style="list-style-type: none"> • Utility relocation (see handout in packet) • Land acquisition • Damages • Appraisals/Survey fees • Labor force • Records/deeds/title/closing costs 	Eligible Eligible (STP-MM) Eligible Eligible Eligible Eligible	100% local Eligible (STP-MM) Eligible Eligible Eligible Eligible
<u>Preliminary Engineering/Design⁵</u> <ul style="list-style-type: none"> • Environmental assessment /Schematic • Environmental documentation • Public involvement • Right-of-way map preparation • Plats & boundary description 	(Detail costs in LPAFA) Eligible Eligible Eligible Eligible Eligible	(Detail costs in LPAFA) Eligible Eligible Eligible Eligible Eligible
<u>TxDOT Administrative Costs/Direct Costs</u> <ul style="list-style-type: none"> • Plan review • Project management 	TxDOT pays costs TxDOT pays costs	Eligible (See Table 2 in packet)
<u>Indirect Costs</u> <ul style="list-style-type: none"> • Does not apply to local governments 	Only charged when TxDOT works with private entities	Only charged when TxDOT works with private entities
<u>Engineering & Contingency</u> <ul style="list-style-type: none"> • Construction management 	TxDOT pays costs	Eligible (See Table 4)
<u>Zoning-Related Costs (More Restrictive)</u> <ul style="list-style-type: none"> • Billboards, drainage, setbacks, bikeways 	Costs above TxDOT standard is 100% local	Costs above TxDOT standard is 100% local
<u>Construction</u>	Eligible	Eligible
<u>Cost Overruns</u> <ul style="list-style-type: none"> • Dependent upon funding source, funding program, and project specific agreements • Terms of TxDOT change order take precedent over LPAFA 		
<u>Amenities⁶/Landscaping</u> <ul style="list-style-type: none"> • Fountains • Pavers vs. stamped concrete • Pedestrian improvements • Wayfinding signage • Gateway signs 	Not eligible Case by case decision Eligible Eligible Not eligible	Not eligible Case by case decision Eligible Eligible Not eligible

¹ Unless otherwise indicated, all eligible costs are up to 80 percent federally reimbursed according to the participation shares that submitters indicate in the project application (at least 20 percent match required).

² As defined by the Texas Historical Commission (THC), Section 106 Rules

³ Addition of sound walls triggers higher utility adjustment and right-of-way costs.

⁴ Responsibility of TxDOT and implementing agency to detail in LPAFA

⁵ Responsibility of TxDOT and implementing agency to detail in LPAFA

⁶ Must serve a transportation function, 1% threshold (of construction costs) applies in most cases

NORTH TEXAS REGIONAL ITS ARCHITECTURE

In January 2001, the Federal Highway Administration (FHWA) issued a final rule to implement section 5206(e) of the Transportation Equity Act for the 21st Century (TEA-21) and reaffirmed by the current transportation authorization, Moving Ahead for Progress in the 21st Century Act (MAP-21), which requires ITS projects funded through the highway trust fund to conform to the National/Regional ITS Architecture and applicable standards. The final rule outlines the following eight elements that Regional ITS Architecture is required to address to conform to the National/Regional ITS Architecture and applicable standards.

Regional ITS Architecture Item	Response and/or Status
A description of the region	Please refer to the following Internet link for response. http://www.nctcog.org/trans/its/regitsArch/
Identification of participating agencies and other stakeholders	
An operational concept that identifies the roles and responsibilities of participating agencies and stakeholders	
Any agreements (existing or new) required for operations	
System functional requirements	
Interface requirements and information exchanges	
Identification of ITS standards	
The sequence of projects required for implementation	

UTILITY COST RESPONSIBILITIES

If utilities are located in the right-of-way (ROW), they will often need to be relocated to allow for construction of a roadway project. Depending on the terms of the funding agreement, either the local government or the State may be the party responsible for utility relocation. The following conditions explain the fiduciary responsibilities for utility relocation:

- Federally Funded, On-System, Non-Interstate Project (i.e., SH, US, FM, Business facilities), in which the utilities are in the State's right-of-way - The utilities are only there because TxDOT allowed them to stay. If the utilities must be moved to widen the facility, then the owner of the utilities must move them at the owner's expense or that of the associated local government (note that utilities can be owned by private companies [TXU, Verizon, etc.] or by local governments [water, sewer lines, etc.]).
- Federally Funded, On-System, Non-Interstate Project in which the utilities are in their own easement – If the TxDOT roadway encroaches upon the utility easement, federal and State funds can be used to move the utilities at one of the two following funding shares: 90% State/10% local or 80% federal/10%State/10% local).
- Federally Funded, On-System, Interstate Project - Utility relocation is funded with 100% federal funds.
- Federally Funded, Off-System Project, in which the utilities are located in an easement – Utility relocation can be reimbursed with federal funds at an 80% federal/20% local share or at the funding shares approved by the RTC (i.e., if project is funded at 54% federal/46% local, then utilities would be reimbursed using that formula).
- Federally Funded, Off-System Project, in which the utilities are not in an easement - Utility relocation must be funded with 100% local dollars.
- Federal or State Funded, Bridge Program - Local entities must buy any right-of-way and pay for any utility relocation costs at their own expense (100% local).
- RTC/Locally Funded Project - Utility relocation is not considered to be an eligible expense.

Burying Utilities:

This activity is eligible under FHWA and FTA rules, but not under TxDOT's rules. The regional policy is that not to use federal funds or RTC/Local funds to bury utilities, as these funds can be better spent on mobility improvements, rather than expensive, purely aesthetic improvements. Therefore, utility burial is 100% locally funded.

The following are important sources of information and legal requirements:

- Provision 6 of TxDOT's Master Advance Funding Agreement (MAFA) indicates that the Local Government is usually responsible for utility relocation. However, by specific agreement the State may assume this responsibility, especially if the project is on the State system.
- If there is an adjustment, relocation, and/or removal of utility facilities on the state highway system, then reimbursement for the costs of such work will be in accordance with a written agreement between the State and the utility company, county, or city, whichever is applicable.
- If an adjusted or relocated utility facility occupies part of the highway right-of-way or a utility is retained within a highway right-of-way within an easement, then a use and occupancy agreement is necessary. Conditions and terms of the agreement will be set by TxDOT.

Sources of information related to utilities in the right-of-way include:

-TxDOT Right-Of-Way Division *Utility Manual* –The manual is available online at the following website: <http://onlinemanuals.txdot.gov/txdotmanuals/utl/index.htm>

- Many TxDOT utility regulations are related to federal law, due to federal funding sources for many projects. The applicable federal regulations are found in [23 CFR Subparts 645\(A\) and \(B\)](#).

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LPAFA EXAMPLE

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT

For A

[INSERT PROGRAM NAME for Example:
{"Hazard Elimination/Safety Project (Traffic Signals)"}]

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 _____, acting by and through its duly authorized officials, 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 Number _____ 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 _____, 20__, 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 B, which is attached to and made a part of this agreement.

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 _____

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

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

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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.

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. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

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 C. The State and the Federal Government will not reimburse the Local Government 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 Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is 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.

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- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government 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 Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government 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 Local Government has 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 C. Attachment C 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 based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is 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 Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government'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 Local Government 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 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.
- G.** 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 with approval by appropriate personnel of the Local Government.
- 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 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

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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.
- 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 Local Government is 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 Local Government submits 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 Local Government for those costs.

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 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 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

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Agreement, the Local Government certifies that it and its principals is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, 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>Local Government:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>State:</p> <p>Director of Contract Services Office Texas Department of Transportation 125 E. 11th 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 Local Government 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 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 Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government 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

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services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government 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.
- E. The Local Government 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 Local Government 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 Local Government 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 Local Government signs 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.*

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 Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM 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:

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- 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 are met during the Local Government's fiscal year, the Local Government 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>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ 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 Local Government 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.

23. Signatory Warranty

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

CSJ # _____
District # _____
Code Chart 64 # _____
Project: _____
Federal Highway Administration
CFDA # _____
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

CSJ # _____
District # _____
Code Chart 64 # _____
Project: _____
Federal Highway Administration
CFDA # _____
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ # _____
District # _____
Code Chart 64 # _____
Project: _____
Federal Highway Administration
CFDA # _____
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP

CSJ # _____
District # _____
Code Chart 64 # _____
Project: _____
Federal Highway Administration
CFDA # _____
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

[INSERT A PROJECT BUDGET AND DESCRIPTION]

Agreement for Right of Way Procurement

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and _____ County, Texas, acting through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. _____ from _____ to _____, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. 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.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government 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 Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government 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 Local Government has not designated a qualified individual to oversee the Project.

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
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Not Research and Development

- D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check 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 to this highway project.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. 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 agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G. The State will not pay interest on any funds provided by the Local Government.
- H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and

County _____
District _____
ROW CSJ # _____
CCSJ # _____
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Federal Highway Administration
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should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

- B.** The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C.** Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D.** In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

County _____
 District _____
 ROW CSJ # _____
 CCSJ # _____
 Federal Project #: _____
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

Local Government:	State:
_____	Director of Right of Way Division
_____	Texas Department of Transportation
_____	125 E. 11 th Street
_____	Austin, Texas 78701

All notices shall be deemed given on the date delivered 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 honored and carried out by the other party.

7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
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16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and 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).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

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.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government 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 Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government 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://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government 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 Local Government 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 Local Government 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

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs 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.*

20. 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 Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under 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.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. 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 and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees 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 web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 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 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.

23. 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 Local Government's fiscal year, the Local Government 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/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government 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 _____."

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

D. For each year the project remains open for federal funding expenditures, the Local Government 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.

24. 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 and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

Date

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205 _____
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205 _____
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT


















County _____
District _____
ROW CSJ # _____
CCSJ # _____
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205 _____
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Local Government Project Procedures Manual

[Home](#) > [Inside TxDOT](#) > [Offices](#) > [Local Government Projects](#)

Below are links to guides to help local governments in developing transportation projects under the oversight of TxDOT. You can download the full document or individual modules. The information was last updated in September 2013 with changes to modules 2, 7 and 11.

Title	Format
Local Government Project Procedures Manual	
Module 1 - Introduction	
Module 2 - Planning and Programming	
Module 3 - Advance Funding Agreements	
Module 4 - Site Identification and Survey	
Module 5 - Environmental Compliance	
Module 6 - Right of Way, Other Land and Utilities	
Module 7 - Preliminary Engineering, Design and PS&E	
Module 8 - Building Facilities	
Module 9 - Traffic Operations	
Module 10 - Bridges	
Module 11 - Construction	
Module 12 - Procurement of Other Goods and Services	
Module 13 - Maintenance Requirements	
Module 14 - Finance and Project Accounting	
Module 15 - Data Submittal Requirements	
Module 16 - Audit	

**RTR AGREEMENT
TEMPLATE FOR PROJECT THAT HAS SOME OR ALL
WORK ON THE STATE HIGHWAY SYSTEM**

CSJ: []
[SHORT LABEL FOR PROJECT]
[] County
District []
Code Chart #[]

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 121 SUBACCOUNT—
[DESCRIPTION OF PROJECT]**

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and [NAME OF LOCAL GOVERNMENT] (Local Government), collectively, the “Parties.”

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County (“SH 121 payments”); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the “Commission”) approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

WHEREAS, the Local Government has requested money from the SH 121 Subaccount for: [DESCRIBE THE LOCAL GOVERNMENT'S TRANSPORTATION PROJECT] (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money [IDENTIFY THE CORRECT MINUTE ORDER: Minute Order No. 111215, dated January 31, 2008 OR Minute Order No. 111553, dated October 30, 2008];

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 121 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 25 of the Texas Department of Transportation bill pattern in Senate Bill 1, 80th Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2009 Fiscal Year began September 1, 2008).

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used

only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities

Article 7. Procurement and Contracting Process

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the

project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. Upon request by the State, the Local Government shall provide a certification showing that the Local Government has completed the adjustment of all utilities on the portion of the Project on the state highway system before the Local Government lets the construction contract for the portion. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities only to the extent the utility has a property right as shown in a recorded deed or easement.

Article 11. Compliance with Laws; Environmental Review and Public Involvement

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 T.A.C. Section 2.1(b)(3), the department's environmental review requirements do not apply to the Project because the department is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the local government shall ensure that the Project complies with all environmental review and public involvement requirements applicable to the Local Government under state and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is

in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. 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.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay

any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.

- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.
- e. The Local Government, by contract, shall require its contractor(s) and subcontractor(s), prior to doing any work on the Project, to: (1) secure an insurance policy in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) indemnify and hold harmless the Local Government and the State from all claims, liability, and damages resulting from the contractor's performance under the contract.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government: [ADD CONTACT INFORMATION]	State: Texas Department of Transportation Attn: District Engineer 4777 E. Highway 80 Dallas, Texas 75150
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. 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 such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement 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.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- by the State if the Local Government does not let the construction contract for the Project within one year after the State first provides 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement;
- by the State if it determines that the performance of the Project is not in the best interest of the State.

Article 26. Work by Debarred Person

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.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

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 _____ Date _____
Janice Mullenix
Director, Contract Services Section, General Services Division

THE LOCAL GOVERNMENT

[NAME OF LOCAL GOVERNMENT]

By _____ Date _____
[NAME]
[TITLE]

**RTR AGREEMENT
TEMPLATE FOR PROJECT THAT IS ENTIRELY OFF OF
THE STATE HIGHWAY SYSTEM**

CSJ: []
[SHORT LABEL FOR PROJECT]
[] County
District []
Code Chart #[]

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 121 SUBACCOUNT—
[DESCRIPTION OF PROJECT]**

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and [NAME OF LOCAL GOVERNMENT] (Local Government), collectively, the “Parties.”

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County (“SH 121 payments”); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the “Commission”) approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

WHEREAS, the Local Government has requested money from the SH 121 Subaccount for: [DESCRIBE THE LOCAL GOVERNMENT'S TRANSPORTATION PROJECT] (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money [IDENTIFY THE CORRECT MINUTE ORDER: Minute Order No. 111215, dated January 31, 2008 OR Minute Order No. 111553, dated October 30, 2008];

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 121 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 25 of the Texas Department of Transportation bill pattern in Senate Bill 1, 80th Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2009 Fiscal Year began September 1, 2008).

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used

only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities

Article 7. Procurement and Contracting Process

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the

project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities only to the extent the utility has a property right as shown in a recorded deed or easement.

Article 11. Compliance with Laws; Environmental Review and Public Involvement

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 T.A.C. Section 2.1(b)(3), the department's environmental review requirements do not apply to the Project because the department is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the local government shall ensure that the Project complies with all environmental review and public involvement requirements applicable to the Local Government under state and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be

consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. 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.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.

- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<p>Local Government: [ADD CONTACT INFORMATION]</p>	<p>State: Texas Department of Transportation Attn: District Engineer 4777 E. Highway 80 Dallas, Texas 75150</p>
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. 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 such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in

accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement 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.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- by the State if the Local Government does not let the construction contract for the

Project within one year after the State first provides 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;

- by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement;

Article 26. Work by Debarred Person

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.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

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 _____ Date _____
Janice Mullenix
Director, Contract Services Section, General Services Division

THE LOCAL GOVERNMENT

[NAME OF LOCAL GOVERNMENT]

By _____ Date _____
[NAME]
[TITLE]

ATTACHMENT A

Payment Provision and Work Responsibilities

For CSJ# [], the State will pay \$[] from the SH 121 Subaccount for [DESCRIBE THE TRANSPORTATION PROJECT. DESCRIBE THE SPECIFIC USES OF THE FUNDS AS AUTHORIZED BY THE TRANSPORTATION COMMISSION.]

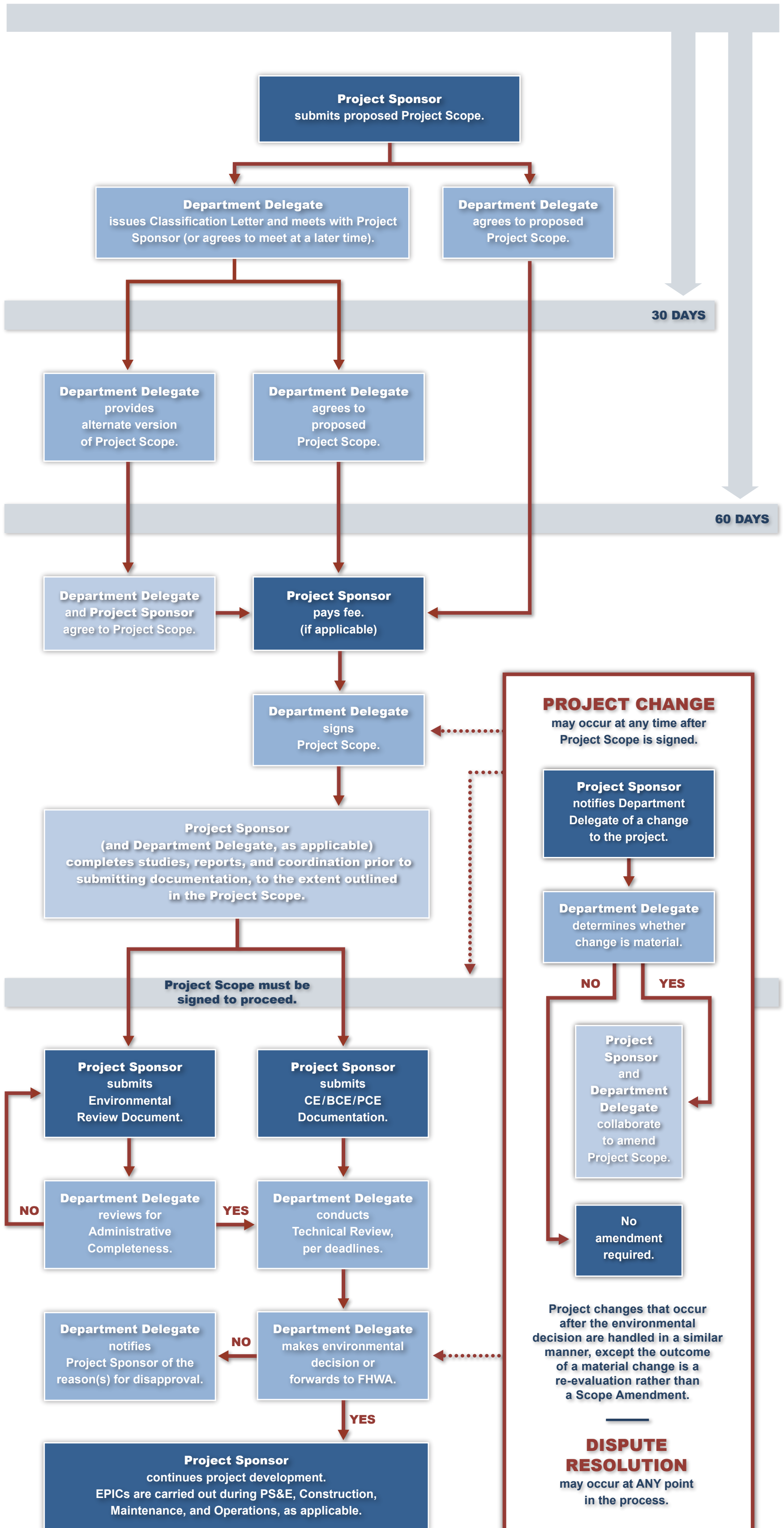
In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

Fiscal Year	Expenditure						
	Preliminary Engineering		Right of Way Acquisition		Utilities		Construction
2009							
2010							
2011							
2012							
2013							

The Local Government shall pay a required local match of \$[].

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

ENVIRONMENTAL PROCESS



TxDOT Websites that you should be aware of:

- You can access the Environmental Compliance Toolkits at <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>
- Presentation at TxDOT's NEPA Assignment Workshop, July 2014 (639 slides) at <http://ftp.dot.state.tx.us/pub/txdot-info/env/txdot-nepa-workshop-071014.pdf>
- 2014 Environmental Conference at <http://www.txdot.gov/inside-txdot/division/environmental/professionals/2014-conference.html>
- Training and Development (Non-TxDOT staff, consultants or contractors may attend the following events or training classes) at <http://www.txdot.gov/inside-txdot/division/environmental/professionals.html>
- NEPA and Project Development Toolkit at <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/nepa.html>

Environmental Review Process for Local Projects

November 2012

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1.0 BACKGROUND

In 2007, the 80th Texas Legislature passed Senate Bill 792, redefining the way toll projects are delivered throughout the state and creating a process through which the market value of a project is determined. Following the 80th session, the Texas Department of Transportation (TxDOT), North Texas Tollway Authority (NTTA), and North Central Texas Council of Governments (NCTCOG) worked together to develop SH 121, a critical corridor in Collin, Dallas, and Denton Counties.

The result was a \$3.2 billion upfront payment to TxDOT by the NTTA for the right to develop, finance, design, construct, operate, and maintain the SH 121 tollroad project. Texas Transportation Code [43 Texas Administration Code (TAC) 2.1, Section 228.012] requires TxDOT to create a separate account in the state highway fund to hold this type of payment for each project, system, or region, and to hold money in a subaccount in trust for the benefit of the region in which a project or system is located. The responsibility for allocating money in the SH 121 subaccount has been assigned to the Regional Transportation Council (RTC), the transportation policy council of the NCTCOG. This subaccount will provide funding for the Regional Toll Revenue (RTR) initiative established by RTC, which will help construct numerous projects throughout the Dallas-Fort Worth region.

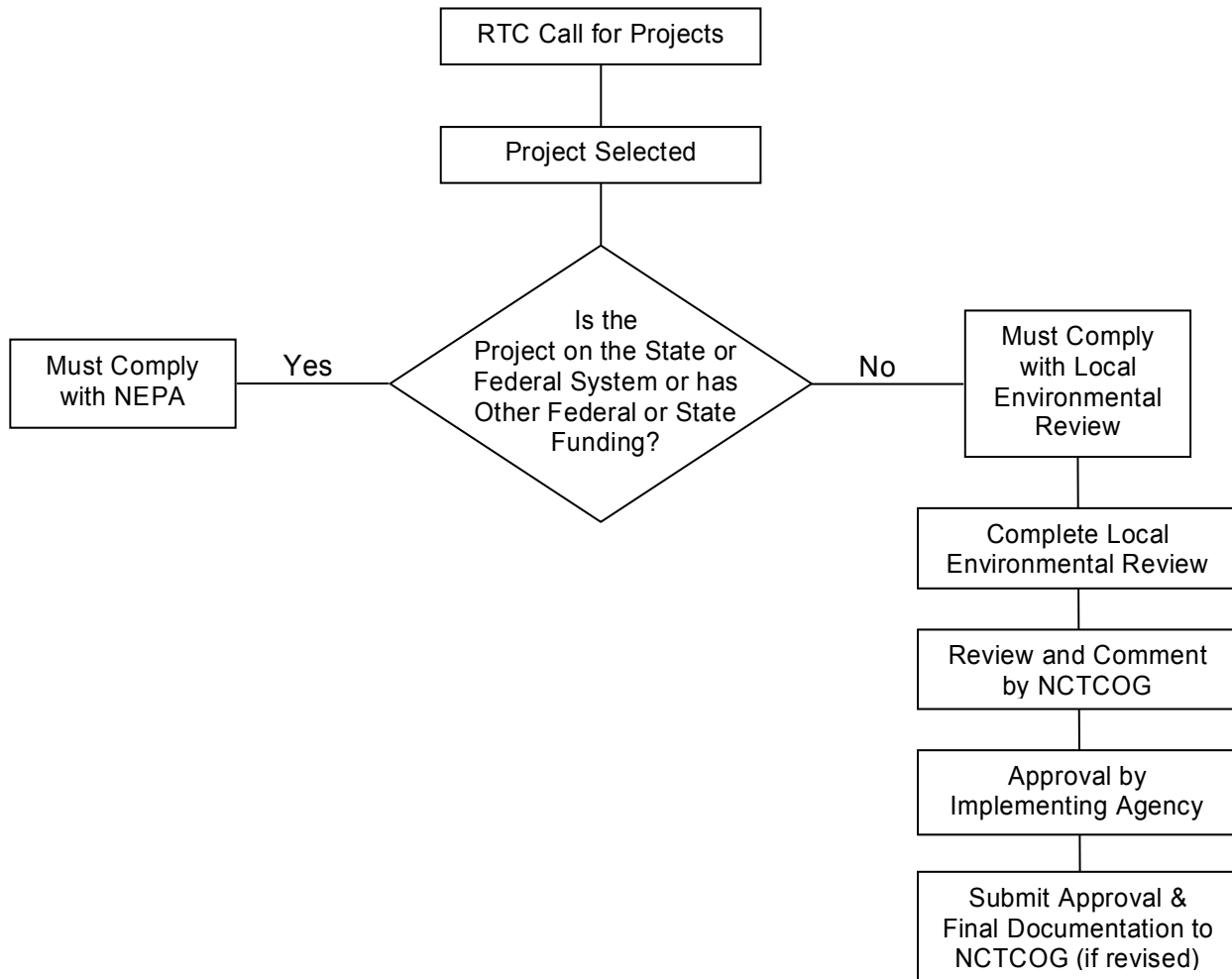
For projects to be funded with money in the SH 121 subaccounts that are on the state/federal roadway system (e.g., on-system) or include other state/federal transportation monies, the projects must comply with state/federal environmental review, permitting, and other approval and public notice requirements [i.e., 43 TAC, Part 1, Chapter 2, Subchapter A and/or the National Environmental Policy Act (NEPA)]. Other projects to be funded with money in the SH 121 subaccounts that are not part of the state/federal roadway system (e.g., off-system) and have no other state/federal transportation monies allocated to the project will not be required to comply with 43 TAC, Part 1, Chapter 2, Subchapter A, Rule 2.1(b)(3) as amended February 19, 2009, or NEPA. However, the entity responsible for implementing the project must comply with all environmental review and public involvement requirements applicable under state and federal law and a local environmental review focused on permitting and other approvals. Each project will require an agreement between TxDOT and the implementing agency. This agreement will include a section requiring NCTCOG review of the local environmental documents for projects funded under the agreement.

Many local governments do not have a formal local environment review process for transportation projects. Some local agencies, such as the NTTA, Dallas Area Rapid Transit, and Denton County Transit Authority, have developed an environmental review that mimics NEPA documents for projects funded with local monies. This document is then approved by their respective boards rather than a federal or state agency.

2.0 OVERVIEW OF PROPOSED PROCESS

To assist implementing agencies in fulfilling the local environmental review requirements that may not have an established process, NCTCOG has researched and developed a local environmental review. The purpose of the review is to ensure the implementing agency is complying with applicable state and federal laws and regulations. Figure 1 shows the proposed process for completing the local environmental review. This local environmental review process must be completed before monies for either right-of-way acquisition or construction are distributed by TxDOT.

Figure 1: Local Environmental Review Process for Off-System RTR Projects



To facilitate and streamline the local environmental review process, two environmental checklists have been developed based on the project types. These have been developed to help ensure the implementing agency is complying with applicable state and federal laws and regulations.

- If a project requires right-of-way and/or major construction, use the environmental checklist found in (Appendix A) with instructions (Appendix B).
- If a project would have little or no environmental impacts based up the type of work that is performed under normal circumstances, you may be able to use the simplified environmental checklist and instructions found in Appendices C and D, respectively. However, prior to using the simplified checklist, contact NCTCOG to verify it is the appropriate form to use. If, while filling out the simplified environmental form, you check a “Yes” for questions 11 through 16, you cannot use this form and must use the checklist in Appendix A. The following is a list of typical projects that may qualify:
 - Planning projects
 - Utility installations

- Noise barriers
- Landscaping
- Fencing, signs, pavement markings, traffic signals, and railroad warning devices
- Improvements to existing reset areas or truck weigh stations
- Bus and rail car rehabilitation
- Alternations to buildings or vehicles for handicapped persons
- Vehicle purchase
- Track and railbed maintenance
- Purchase and installation of maintenance equipment for transit

Once the local environmental process has been completed by the implementing agency, it should be submitted to NCTCOG a minimum of 60 days prior to approval by the implementing agency. NCTCOG will review the form and provide comments to the implementing agency. The implementing agency may revise the document, as appropriate, and then gain local approval of the document. A copy of the approval and final document (if revised from the original submittal to NCTCOG) should be submitted to NCTCOG.



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PROJECT INFORMATION

1. Project Description		
1A. Length (feet or miles)		
1B. Scope of Work		
2. Implementing Agency		
3. Primary Contact for the Implementation Agency	Name/Title:	
	Phone:	
	e-mail:	
4. Form Preparer	Name/Title:	
	Phone:	
	e-mail:	
5. Date Form was Prepared		
6. Project Costs:	Total Amount (\$)	Amount of RTR Funding (\$)
• Engineering		
• Right-of-Way		
• Utility Relocation		
• Construction		
• Total		
7. Date of Cost Estimate		
8. TIP Number		
9. Project Location Map Attached		() Yes () No
10. Briefly describe the problems/issues and how the project will eliminate or help solve them. Include any information concerning other alternatives considered during project development.		

LOCAL SUPPORT AND COORDINATION

11. List the local planning document(s) that include this project (e.g., comprehensive plan, thoroughfare plan, long-range plan, CIP). Include the plan name, date, program year, project numbers, etc. are associated with it.	
12. Is the project consistent with other transportation, infrastructure, or community projects or plans? If yes, list the plan/project name and agency/authority. If no, list the plan/project and why this project is not consistent.	() Yes () No
13. Is the project ADA compliant?	() Yes () No



LOCAL SUPPORT AND COORDINATION

- | | |
|--|----------------|
| 14. Is the project along a transit, pedestrian, bicycle, or haul route? If no, go to 15. | () Yes () No |
| 14A. Will the project interfere, restrict, or otherwise permanently impact these routes? | () Yes () No |
| 14B. Has the proper authority/agency been contacted? | () Yes () No |
| 15. Does the project cross or involve a railroad crossing (at-grade or grade-separated)? If no, go to 16. | () Yes () No |
| 15A. Will the project change the number of at-grade roadway/railroad crossings? | () Yes () No |
| 15B. Has an agreement with the railroad been executed? If yes, attach to form. | () Yes () No |
| 16. List any local governmental approvals (e.g., Board/Council/Commission) or permits that have been obtained (with dates) or will be needed for the project (with anticipated dates). | |

17. List the dates of meetings and any other efforts to inform the community about this project.

17A. In general, describe any comments received by the public.

17B. List the outreach efforts taken to engage environmental justice and the LEP communities.

RIGHT-OF-WAY INFORMATION

- | | |
|--|----------------|
| 18. Will additional right-of-way be needed? If no, go to 20. | () Yes () No |
| 18A. How much (total acres) is needed? | |
| 18B. How many parcels will be affected? | |
| 18C. Briefly describe the existing land use of the area(s) to be acquired. | |

18D. Will the right-of-way be acquired using fair market value? () Yes () No



RIGHT-OF-WAY INFORMATION

19. Will any buildings and/or structures be displaced? If no, go to 20. () Yes () No

19A. How many structures will be displaced?

19B. Indicate the number for each type:

- **Single-Family**
- **Multi-Family Buildings and Units**
- **Commercial**
- **Industrial**
- **Places of Worship**
- **Public Facilities**
- **Other**

19C. Will relocation assistance be provided? () Yes () No

20. Will utilities need to be relocated? If no, go to 21. () Yes () No

20A. List the type of utilities to be relocated and any special considerations that need to be known.

20B. Have utility conflicts been resolved? If no, what are the procedures to resolve the conflicts and anticipated schedule for resolution? () Yes () No

20C. Have the required utility permits been obtained? () Yes () No
If yes, list the types and dates. If no, list the types and anticipate dates.

21. Will the project affect the location or view of existing billboards? () Yes () No
If yes, describe the location of the billboard(s) and effects.

Sample Form



ENVIRONMENTAL INFORMATION

CULTURAL RESOURCES

22. Will the project affect dedicated publicly owned parkland, wildlife refuges, or recreation areas? If yes, describe the property affected, type (e.g., use, number of acreage affected), and impact. () Yes () No

23. Will the project disturb archaeological resources? If yes, describe the resource and impact and attach the THC Antiquities Permit. () Yes () No

24. Will the project impact or disturb of any property listed as a SAL and/or RTHL and/or listed on the NRHP? If yes, describe the resource (e.g., list address) and impact and attach the THC Antiquities Permit. () Yes () No

25. Has this project been coordinated with the THC? If yes, attach all relevant correspondence. () Yes () No

26. Have you coordinated with your local historic preservation organization? () Yes () No

27. Will the construction plans or contract include a provision that requires all work in the area to cease and contact THC immediately if a suspected archeological object/artifact is found or uncovered during construction operations? If no, please contact NCTCOG. () Yes () No

THREATENED AND ENDANGERED SPECIES

28. Are there any federal threatened or endangered species and/or their habitat located within the project area? If no, go to 29. () Yes () No

28A. Has coordination been initiated with USFWS and has a presence/absence survey been conducted? () Yes () No

28B. If yes, explain the results of the coordination and survey efforts and attach all relevant correspondence. If no, when will the coordination be initiated?

29. Will the construction plans or contract include a provision that requires all work in the area to cease and contact USFWS immediately if a suspected federally-listed threatened or endangered species is encountered during construction operations? If no, please contact NCTCOG. () Yes () No



ENVIRONMENTAL INFORMATION

30. Are there any state threatened or endangered species and/or their habitat located within the proposed project area? If no, go to 31.	() Yes () No
30A. Has coordination been initiated with TPWD?	() Yes () No
30B. If yes, explain the results of the coordination efforts and attach all relevant correspondence. If no, when will coordination be initiated?	
MIGRATORY BIRD TREATY ACT	
31. Based on field observations, are migratory birds located in the proposed project area?	() Yes () No
32. Are old or abandoned migratory bird nest located in the proposed project area? State the type of nest and abundance.	() Yes () No
33. Will the construction plans or contract include a provision that will require compliance with the Migratory Bird Treaty Act? If no, please contact NCTCOG.	() Yes () No
FARMLAND	
34. Does the proposed project area cross any prime or unique farmlands that is not already in or committed to urban development?	() Yes () No
WETLANDS/WATERS OF THE US	
35. Will the project impact any USACE wetlands, water bodies, or streams? If no, go to 37.	() Yes () No
35A. Will the impacts be authorized under a NWP? If no, go to 35B.	() Yes () No
35A.i Will a PCN be required?	() Yes () No
35A.ii Specify what NWP will be used and the include date (or anticipated date) of permit.	NWP: _____ Date: _____
35B. Has the USACE issued the IP? List the date (or anticipated date) of permit. Attach all relevant correspondence.	() Yes () No Date: _____
WATER QUALITY	
36. Will the project require a USACE permit? If no, go to 37.	() Yes () No
36A. Are the impacts covered under the USACE permit equal to or greater than three acres of water bodies or wetlands or equal to or greater than 1,500 linear feet of stream? If no, go to 36B.	() Yes () No
36A.i. Has a Tier II Section 401 water quality certification been submitted to the TCEQ?	() Yes () No
36A.ii Have BMPs been included in the construction plans? Go to 37.	() Yes () No
36B. Has a Tier I Section 401 water quality certification checklist been completed for the permit? Submit with PCN or IP to USACE if applicable.	() Yes () No
37. How many acres of soil disturbing activities are required for the project? If 0-1 acres, go to 38. If 1-5 acres, go to 37A. If 5 or more acres, go to 37B.	() 0-1 acre () 1-5 acres () 5 or more acres
37A. Do the construction plans comply with the TPDES General Permit for Construction Activity and include a SW3P? Go to 38.	() Yes () No
37B. Has a NOI been filed with the TCEQ detailing the SW3P for the project?	() Yes () No



ENVIRONMENTAL INFORMATION

38. Will the project occur within, encroach upon, or occur five miles upstream of a listed impaired water of the TCEQ Section 303(d) list? If no, go to 39.	() Yes () No
38A. Has the project been coordinated with TCEQ for maximum daily loads?	() Yes () No
38B. Have BMPs been included in the construction plans?	() Yes () No
39. Does the implementing agency possess an MS4 permit? If no, go to 40.	() Yes () No
39A. Will the project impact the MS4 permit?	() Yes () No
39B. Explain how and what mitigation is proposed.	

FLOODPLAINS

40. Will the project require work in the Trinity River Regulatory Zone? If no, go to 41.	() Yes () No
40A. Has a CDC been completed and sent to the local CDC/floodplain administrator?	() Yes () No
41. Could the project change the 100-year water surface elevation, induce erosive velocities, or result in conveyance changes? If no, go to 42.	() Yes () No
41A. Has the project been coordinated with the local floodplain administrator and USACE to address potential impacts. Attach approval correspondence.	() Yes () No

VEGETATION

42. Will the project disturb existing vegetation or remove trees? If no, go to 43.	() Yes () No
42A. Will revegetation be included in the construction plans?	() Yes () No
42B. Check all statements that apply	
• Natural vegetation will be preserved whenever practicable	() Yes () No
• Mitigation/vegetation will comply with local tree ordinances	() Yes () No
• Native plants will be used whenever practicable	() Yes () No
• Xeriscaped plants will be used to help with water conservation	() Yes () No
• Landscaping will be in accordance with any local aesthetic requirements	() Yes () No

AIR QUALITY

43. Will the project improve air quality?	() Yes () No
44. Are there any air quality sensitive receivers immediately adjacent to the project?	() Yes () No
45. Will the construction plans or contract include a provision requiring the contractor to make reasonable effort to comply with local, state, and federal regulations, pertaining to construction equipment emissions and/or construction equipment work hour restrictions?	() Yes () No

REGULATED MATERIALS

46. Has a regulated/hazardous materials on-site visual inspection been conducted?	() Yes () No
47. Will the project require additional right-of-way from or be located near a known potential regulated materials site?	() Yes () No
48. Does the implementing agency have a spill prevention/response plan in place for construction projects?	() Yes () No
49. Will the construction plans or contract include a provision requiring compliance with local, state, and federal regulations, pertaining to regulated materials on construction sites?	() Yes () No



ENVIRONMENTAL INFORMATION

SPECIAL PERMITS

50. Are any special permits or clearances (e.g., Section 408, Section 9, Section 10, FAA airway clearance) required? If yes, please list those needed and status of obtaining the required permits and/or clearances. () Yes () No

CONSTRUCTION IMPACTS

51. What is the estimated time of construction? _____ Years _____ Months

52. Will the construction of the project limit access and/or require detours? If yes, describe the impacts and how they will be minimized or mitigated during construction. () Yes () No

53. What types of facilities or services could be impacted during construction and how will they be notified of the construction project, changes in access during construction, or detours?

Facility/Service	Affected?	Notification Method	Who will be/was Notified?
• Residences	() Yes () No		
• Businesses	() Yes () No		
• Hospitals, Fire, Police Stations	() Yes () No		
• Emergency Services	() Yes () No		
• Public Facilities (e.g., libraries, schools)	() Yes () No		
• Transit Routes	() Yes () No		
• Bicycle Routes	() Yes () No		
• Haul Routes	() Yes () No		

54. Are there any noise sensitive receivers near construction area or along the detour routes? () Yes () No

55. Will the construction plans or contract include a provision requiring the contractor to make reasonable effort to minimize construction noise through abatement measures, such as work-hour controls and proper maintenance of muffler systems. () Yes () No

CERTIFICATION BY AUTHORIZED REPRESENTATIVE

I certify the information provided in this form accurately reflects the status of compliance with applicable laws and regulations for the project.

Signature: _____ Date: _____

Name: _____ Title: _____



FORM ATTACHMENTS

	Location Map (Question 9)
	Railroad Agreement (Question 15B)
	THC Antiquities Permit (Question 23, 24)
	THC Coordination Letters (Question 25)
	USFWS Coordination Letters (Question 28B)
	USACE IP Coordination Letters (Question 34B)
	Floodplain Coordination Letters (Question 41B)
	Other

Sample Form

Instructions -The following are more detailed guidance to help in the completion of the Environmental Review Checklist for Local Projects.

PROJECT INFORMATION

Question 1

Project Description

State the project name and physical limits (to/from or at).

Question 1A

Length

State the length of the project in feet or miles.

Question 1B

Scope of Work

Briefly describe the work to be performed.

Question 2

Implementing Agency

State the name of the local agency purchasing the right-of-way and/or constructing the project.

Question 3

Primary Contact for the Implementing Agency

Provide the name, title, and contact information for the person from the implementing agency that is knowledgeable of the project.

Question 4

Form Preparer

Provide the name, title, and contact information for the person that prepared the form.

Question 5

Date Form was Prepared

State the date the form was completed.

Question 6

Project Costs

Under Total Amount, state the engineering, right-of-way, utility relocation, construction, and total for the project. Under Amount of RTR Funding, state the amount of funds being allocated from Regional Toll Revenue (RTR) for engineering, right-of-way, utility relocation, construction, and total.

Question 7

Date of Estimate

State the date of the estimate provided in Question 6.

Question 8

TIP Number

State the project number as listed in the Transportation Improvement Program (TIP). The TIP is available at <http://www.nctcog.org/trans/tip/>

Question 9

Project Location Map

Provide a map of the location for the submitted project with sufficient information for a person to understand the precise location of the proposed project. Suggested to include but not limited to: aerials, site boundaries, road names, streams/rivers and their labels, floodplains, parcel boundaries, north arrow, legend, and a scale bar.

Question 10

Need and Purpose

Describe the specific problems and/or issues the project is addressing (e.g., travel demand, safety, system connectivity). Describe how the project will help eliminate or solve them, or improve existing conditions. Include any information concerning other alternatives considered.

LOCAL SUPPORT & COORDINATION

Question 11

Local Planning Documents

List the local planning document(s) that include this project [e.g., comprehensive plan, thoroughfare plan, long-range plan, Capital Improvement Plan (CIP)]. Include the plan name, date, program year, project numbers, etc.

Question 12

Project Consistency

Confirm the project is consistent with other existing or proposed transportation, infrastructure, or community projects or plans. This includes plans by other transportation providers, Municipal Utility District (MUDs), and/or special districts. It should also consider requirements near airports. If it is consistent, list the plans and/or projects and agency/authority. Relative to the existing and proposed MUD facilities, is any further coordination required? If no, list the plans and/or projects and why this project is not consistent.



Question 13
Americans with Disability Act (ADA)
Compliance

Is the project compliant with applicable ADA standards?

Question 14
Transit, Bicycle, Pedestrian, or Haul Routes

Is the project along any fixed bus route, rail line, designated bicycle route, trail/pedestrian route, or designated haul route?

Question 14A
Impact on Designated Routes

Will this project permanently interfere or impact these routes? Will this project prevent use of a designated haul route for overweight vehicles, regulated materials, or any other restricted/ permitted routes?

Question 14B
Designated Route Coordination

If a designated route will be affected, has the proper authority/agency been contacted?

Question 15
Railroad Crossings

State if the project does or does not intersect an existing rail line (freight or transit).

Question 15A
Change in the Number of At-Grade Roadway/Railroad Crossing

Will the project increase or decrease the number of at-grade crossings? If the number of at-grade crossings will be decrease, the agency may want to participate in the North Central Texas Council of Governments (NCTCOG) Railroad Crossing Banking Program. See <http://www.nctcog.org/trans/goods/RRCBP.asp> for more information.

Question 15B
Railroad Agreement

Has the railroad been contacted about the intersection? If an agreement has been signed, include it as an attachment to the form.

Question 16
Local Governmental Approvals

List any local governmental approvals (e.g., Board/Council/Commission) or permits that have been obtained (with dates) or will be needed for the project (with anticipated dates).

Question 17
Community Meetings

List the dates of meetings (both previously held and `planned) and any other efforts to inform the community about the project. This could include council/board meetings, presentations, listings in local newspapers or websites, or any other type of communication with the public about this project.

Question 17A
Public Comments

Briefly describe the general sentiment (for and against) from the public regarding this project.

Question 17B
Outreach Efforts

List the outreach efforts taken to engage Title VI populations including environmental justice and the limited English proficient (LEP) populations (See Box 1) that may be affected by the project. This could include efforts listed in Question 17 that were focused on these communities. For a non-English speaking community, was information or communication provided in any other language (e.g., advertising in a non-English newspaper)? Was translation offered or requested at meetings?

BOX 1: Title VI including Environmental Justice, and Limited English Proficient (LEP)

Community outreach for transportation projects should incorporate Title VI populations including environmental justice (Executive Order 12898) and LEP (Executive order 13166). Title VI of the Civil Rights Act of 1964 states that no person is excluded from participation in, denied the benefit of, or subjected to discrimination under any program or activity on the basis of race, color, national origin, age, sex, disability, or religion.

Minority: A minority population is defined as a group of people and/or community experiencing common conditions of exposure or impact that consists of persons classified by the Census Bureau as Black or African-American, American Indian or Alaska Native, Asian, Native Hawaiian or other Pacific Islander, or Hispanic or Latino. Minority populations are typically identified using census block level data from the 2010 Census (see Box 2).

Low-Income: A low-income population is typically defined as a group of people and/or community, which as a whole, lives below the national poverty level as established by the Health and Human Services Department (see <http://aspe.hhs.gov/poverty/11Poverty.shtml>). Low-income populations are typically identified using census tract level data from the 2009 American Community Survey (ACS) five-year data (see Box 2).

LEP: An individual who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. This includes persons aged five years and older, persons who speak English "not well" or "not at all." LEP populations are typically identified using census tract level data from the 2009 ACS five-year data (see Box 2).



BOX 2: Using Census and ACS Data

US Census data is available on-line at <http://factfinder2.census.gov/main.html>. ACS data can be found at <http://www.census.gov/acs/www/>. Please note, ACS data is based on census tracts from 2000 and 2010 census data is based on census tracts used in 2010. The following lists the data set to be used to determine ethnicity, LEP population, and income level.

- For race, including Hispanic and Latino: 2010 Census file P2.
- For LEP information, ACS file B16001.
- For median household income, ACS file B19013.

Information in the census is provided at three levels:

Census tract: A geographic region defined for taking a census. Usually these coincide with the limits of cities, towns, or other administrative areas and several tracts commonly exist within a county. This information is used for all ACS data.

Census block group: A geographical unit used by the Census Bureau which is smaller than a census tract but larger than a census block.

Census block: The smallest geographic unit used by the Census Bureau for tabulation of 100-percent data (data collected from all houses, rather than a sample of houses). Blocks are typically bounded by streets, roads, or creeks. In cities, a census block may correspond to a city block, but in rural areas where roads are fewer, blocks may be limited by other features. The population of a census block varies greatly.

RIGHT-OF-WAY INFORMATION

Question 18

Additional Right-of-Way

State if project will require additional right-of-way.

Question 18A

Amount of Additional Right-of-Way

State the total amount (in acres) of additional right-of-way to be acquired.

Question 18B

Number of Parcels

State the estimated number of affected parcels from which additional right-of-way will be acquired. Include the acquisition of both partial and full parcels.

Question 18C

Existing Land Use

Briefly describe the existing land use (e.g., commercial, retail, industrial, residential, vacant, agricultural, undeveloped, floodplain) of the parcels to be acquired.

Question 18D

Right-of-Way Acquisition

State if the property will be acquired based on fair market value.

Question 19

Displacements

State if any buildings and/or structures will be displaced.

Question 19A

Number of Structures Displaced

State the total number of buildings and/or structures that will be displaced. Structures could include canopies or storage buildings.

Question 19B

Type and Number of Displacements

List the type and number by single-family, multi-family buildings and units, commercial, industrial, places of worship, public facilities, and other. For multi-family or commercial properties, state the number of buildings and the number of individual units or spaces. Other could include quasi-public facilities (e.g., electrical substation) and places of worship.

Question 19C

Relocation Assistance

State if relocation assistance will be provided for displacees. Typically, when a project requires that a homeowner, leasee, or business be displaced, the owner/occupier is notified and assistance in the form of guidance/resources will be made available to locate a comparable unit and that funds are available to relocate. The intent is to lessen the displacee's inconvenience.

Question 20

Utility Relocation

Construction projects may require above ground (e.g., telephone poles, power lines) or below ground (e.g., water lines, gas lines) to be relocated. State if any utility will require relocation.

Question 20A

Special Considerations

List the type of utilities to be relocated and any special considerations that need to be known such as limitations on the time of interruptions, special agreements, etc.



**Question 20B
Utility Conflicts**

Conflicts occur when either existing utility lines lie within the construction limits of the project and must be moved to accommodate construction, or future utility line lie within the construction limits. If the proposed plans have been reviewed and comments received from appropriate utility companies, check yes. If no, discuss how and when any utility conflict will be resolved prior to construction.

**Question 20C
Utility Permits**

Have the required utility permits been obtained? If yes, list the types and dates. If no, list the types and anticipate dates.

**Question 21
Billboards**

Are there any billboards that will be removed by the project? Will the project affect the view to existing billboards? If yes to either question, describe the location of the billboard(s) and effects. Does the implementing agency or local jurisdiction have an ordinance restricting the relocation of billboards?

ENVIRONMENTAL INFORMATION

Cultural Resources (See Box 3)

**Question 22
Parks, Wildlife Refuges, or Recreation Areas**

Based on ownership and zoning, will the project affect publicly-owned dedicated parkland, wildlife refuges, or recreation areas? If yes, describe the property affected, type (e.g., use, overall acreage, facilities), and impact. Do not include private recreational areas such as privately-owned golf courses.

**Question 23
Archaeological Resources**

Will the project disturb archaeological resources? If yes, describe the resource and impact. In the event that the project may affect a known archeological and/or historic site, an Antiquities Permits may be required. An archeological permit may be issued only to a professional archeologist who meets the definition of a principal investigator as defined in Title 13, Part II, Chapter 26 of the

BOX 3: Legal and Regulatory Context for Cultural Resources

Chapter 26 of the Texas Parks and Wildlife Code was established to protect any publicly owned land designated or used as a park, recreation and scientific area, wildlife refuge, and historic site from being used or taken by state or local agencies for other public projects. Chapter 26 applies to all local projects. Section 26.001 of Chapter 26 states that that an agency cannot use or taking these properties unless it is determined that: (1) there is no feasible and prudent alternative to the use or taking of such land and (2) the project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking.

Chapter 26 also requires a public hearing on any taking of public parkland. Section 26.001 states that

- (b) A finding required by Subsection (a) of this section may be made only after notice and a hearing as required by this chapter.
- (c) The governing body or officer shall consider clearly enunciated local preferences, and the provisions of this chapter do not constitute a mandatory prohibition against the use of the area if the findings are made that justify the approval of a program or project.

Chapter 26 excludes parks, recreation areas, or wildlife refuges in certain cases. Section 26.004 provides that a department, agency, board, or political subdivision having control of the public land is not required to comply with this chapter if:

- (1) The land is originally obtained and designated for another public use and is temporarily used as a park, recreation area, or wildlife refuge pending its use for the originally designated purpose;
- (2) The program or project that requires the use or taking of the land being used temporarily as a park, recreation area, or wildlife refuge is the same program or project for which the land was originally obtained and designated; and
- (3) The land has not been designated by the department, agency, political subdivision, county, or municipality for use as a park, recreation area, or wildlife refuge before September 1, 1975.

The Antiquities Code of Texas (ACT) (Texas Natural Resources Code of 1977, Title 9, Heritage, Chapter 191) must be followed for local projects (<http://www.thc.state.tx.us/rulesregs/RegRulesPDF/AntiqCode.pdf>). This code established the Texas Historical Commission (THC) as the legal custodian of cultural resources, historic and prehistoric, within the public domain of the State of Texas (Section 191.051). The authority of the THC extends to designation and protection of State Archeological Landmarks (SAL), which can be historic buildings and structure, shipwrecks, or archeological sites. Cultural resources located on land owned or controlled by the State of Texas, or one of its cities or counties, or other political subdivisions, are protected by the ACT.

ACT requires state agencies and political subdivisions of the state, including cities, counties, river authorities, municipal utility districts and school districts to notify the THC of any action on public land involving five or more acres of ground disturbance; 5,000 or more cubic yards of earth moving; or any project that has the potential to disturb recorded historic or archeological sites.

historians and architects must meet the qualifications listed in Chapter 26 to be eligible to Texas Administrative Code (TAC). Similarly, receive antiquities permits for work on designated buildings. The text of both the Antiquities Code and the rules are available at <http://www.thc.state.tx.us/rulesregs/rrstate.shtml>.

For known archeological resources, background research and a reconnaissance survey should be conducted for the existing and areas of proposed right-of-way. The background search could include an examination of existing archeological site files at the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) existing archeological records, soils data, geologic data, topographic data, and pertinent historical records to determine any previously recorded archeological sites within the project limits. For archeological procedures, call Dan Potter (512.463.8884) at the THC.

Question 24
Historic Properties

Will the project impact or disturb of any property listed as a State Archeological Landmarks (SAL), Recorded Texas Historic Landmarks (RTHL), and/or listed on the National Register of Historic Places (NRHP)? If yes, describe the resource (e.g., list address) and impact.

The locations of SALs, RTHL, and NRHP-listed properties are available on-line at <http://atlas.thc.state.tx.us/>. For projects that may affect any of these properties, the implementing agency is required by law to fill out Antiquities Permit and submit form, description, photos, etc. to THC. THC will review exterior and interior (of public spaces).

Question 25
THC Coordination

Has this project been coordinated with the THC? If yes, attach all relevant correspondence. The THC should be contacted as soon as the project is defined (e.g., typical section, preliminary plan/profile, scope of construction and right-of-way impacts). Local governments should call THC to verify RTHL and SAL locations [in Tarrant County, the contact is Caroline Wright (512.463.6214) and in the region north central Texas counties, the contact is Adam Alsbrook (512.463.6183)].

Question 26
Local Coordination

Historic preservation efforts should be coordinated locally. As a minimum, each county has a historical commission and most municipalities have local historical commissions (see <http://www.thc.state.tx.us/ctycommissions/chcdefault.shtml> for a listing of contacts).

Question 27
Discovery during Construction

Research and field investigations may not reveal all archeological sites. During the course of construction, archeological objects or artifacts may be discovered. The construction plans or contract should include a specification requiring the work in that area of the project to stop. The implementing agency should then contact the THC immediately. This is a state requirement for all construction plans. If this is not included, please contact NCTCOG for further instructions to address this issue.

Threatened and Endangered Species
(See Box 4)

Question 28
Federal Threatened or Endangered Species
Identify any federal threatened or endangered species listed by the US Fish and Wildlife Service (USFWS) in the project area or the presences of their habitat. The list of threatened and endangered species and habitat can be found on the USFWS website at: <http://www.fws.gov/southwest/es/EndangeredSpecies/lists/>.

Question 28A
USFWS Coordination

Send a written coordination letter to USFWS to verify presence of federal threatened or endangered species if potential of certain species may occur in the project area. Utilize personnel certified to conduct presence/absence surveys for the targeted species that has potential to occur in the project area.

Question 28B
USFWS Coordination

Explain the response the USFWS has given from prior coordination and the results of the presence absence survey. If neither has taken place, verify when the coordination will occur.



Question 29
Threatened or Endangered Species During Construction

Verify if a provision in the construction plans or contract call for specific actions if threatened or endangered species are discovered during construction. This is a federal requirement for all construction plans. If this is not included, please contact NCTCOG for further instructions to address this issue.

Question 30
State Threatened or Endangered Species

Identify any state threatened or endangered species that may be located in the project area; use the list by county provided through the Texas Parks and Wildlife Service (TPWD) website at: <http://gis.tpwd.state.tx.us/TpwEndangeredSpecies/DesktopDefault.aspx>

Question 30A
TPWD Coordination

State if any written coordination has occurred with TPWD for potential impacts to state threatened or endangered species identified in the proposed project area.

Question 30B
TPWD Coordination

Summarize TPWD's coordination response and any additional coordination or surveys required by TPWD. If no coordination has been initiated, state when coordination would occur.

Migratory Bird Treaty Act (See Box 4)

Question 31
Presence of Migratory Birds

State if migratory birds [all birds with the exception of the European starling and the rock dove (pigeon)], were observed in the proposed project area.

Question 32
Presence of Nesting Sites

State if migratory bird nest were located in the proposed project area. Include the types of nest (e.g., nest in trees, under bridge, on the ground) and the abundance (e.g., a few nest, multiple nesting area).

Question 33
MBTA Compliance during Construction

Do the construction plans or contract include a provision for addressing migratory birds which could include avoiding construction during nesting season, destroying nest during non-nesting seasons to prevent reuse of nest, or netting around bridges during nesting season to prevent migratory birds from utilizing the area underneath the bridge for nesting? This is a federal requirement for all construction plans. If this is not included, please contact NCTCOG for further instructions to address this issue.

BOX 4: Legal and Regulatory Context for Federal and State Threatened and Endangered Species and Migratory Birds

Endangered: Designation that denoted the entire species appears to be in danger of extinction.

Threatened: A designation that indicates a species for which protective measures appear to be required to prevent it from becoming endangered.

The Endangered Species Act of 1973, as amended prohibits the "taking" of listed species and the destruction of habitats critical to the survival of federally-listed species. The word "take," according to the 50 CFR 17.3, includes "harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." In this context, "harm" means an act that actually kills or injures protected wildlife. This has been interpreted to include substantial habitat modification or degradation that results in actual injury or death to listed species (i.e., impairment of essential behavior patterns).

The Bald and Golden Eagle Protection Act (16 USC. 668-668d) of 1940, as amended. The Bald Eagle was removed from the federal threatened and endangered list (effective August 8, 2007). However, they are now afforded protection under the Bald and Golden Eagle Protection Act gives similar protection to the endangered species act. This act prevents a person to "take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any Bald Eagle...[or any Golden Eagle], alive or dead, or any part, nest, or egg thereof." The act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb."

The State of Texas has legislation regarding state-listed species (Section 65.171-176 and 69.01-69.9 of the TAC. The TPWD has the responsibility of listing species within the state. The Parks and Wildlife Code, Chapters 68 and 88 for the State of Texas contain the regulations of endangered species and plants. Both the state and federal laws afford protection to the organism from direct taking. However, state laws do not include prohibitions on impacts to habitat.

The Migratory Bird Treaty Act (MBTA) of 1918 was a treaty that was signed by the US, Japan, Canada, Mexico, and Russia. The law affords protection to virtually all migratory birds, including their parts, nests, or eggs. The MBTA affords protection to over 800 species of birds.



Farmland

Question 34 **Impacts to Prime Farmlands**

Identify if prime farmland soils are in the project area. Prime farmland soils can be found through the Natural Resource Conservation Service (NRCS) at: <http://soildatamart.nrcs.usda.gov/>.

Wetlands/Waters of the US (See Box 5)

Question 35 **Impacts to USACE Wetlands, Water Bodies, or Streams**

Will fill (dirt, columns, roadway, etc.) be placed in any streams, ponds, lakes, or jurisdictional wetlands? It is highly recommended that a person trained in wetland delineation perform this task. Definition of waters of the US can be found at: <http://www.epa.gov/wetlands/guidance/CWAwaters.html>. For wetlands, see: <http://www.wetlands.com/regs/tlpg02e.htm>.

Question 35A **Authorization under Nationwide Permit (NWP)**

Will the impacts of the proposed project fall under the minimal impacts of a NWP? A listing of the types of NWP and the allowable impacts can be found at: <http://www.swf.usace.army.mil/pubdata/enviro/regulatory/permitting/nwp/2007/index.asp>.

Question 35A.i **Preconstruction Notification**

Some NWPs require coordination to occur between the permittee (implementing agency) and the US Army Corps of Engineers (USACE) from a certain impact threshold amount. A listing of the types of NWP and notification requirements can be found at: <http://www.swf.usace.army.mil/pubdata/enviro/regulatory/permitting/nwp/2007/index.asp>. State if a preconstruction notification needs to occur.

Question 35A.ii **NWP Permit**

State which NWP number will be used and include the date of issuance from the USACE or anticipated date of issuance for all preconstruction notification (PCN) NWPs.

Question 35B **USACE Issuance of Individual Permit (IP)**

List the date (or anticipated date) of permits. Attach all relevant correspondence. Record the status of the individual permit process with the USACE.

BOX 5: Legal and Regulatory Context for Section 404 Permitting

A wetland is those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. When making wetland determinations, the USACE uses three characteristics of wetlands (vegetation, soil, and hydrology) as defined by the USACE *1987 Wetlands Delineation Manual*.

Jurisdictional water, also known as waters of the US, include water features such as intermittent streams, playa lakes, prairie potholes, sloughs, and wetlands.

Section 404 of the Clean Water Act requires a permit for activities that would result in fill of jurisdictional waters of the US. These permits could be Individual Permits (IPs) or General Permits. General Permits include both regional and nationwide permits. There are almost 50 types of Section 404 NWPs. Typical permits used for transportation construction activities include:

- NWP 7 – Outfall Structures and Associated Intake
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 18 – Minor Discharges
- NWP 25 – Structural Discharges
- NWP 33 – Temporary Construction, Access, and Dewatering

In North Texas, all Section 404 permitting would be coordinated with the Regulatory Branch, Fort Worth District of the USACE. The USACE is responsible for confirming all jurisdictional determinations as well as establishing the appropriate permitting avenue.

Water Quality (See Box 6)

Question 36 **USACE Permit**

Will the proposed project require any type of USACE permit (Question 35 would have received a “yes” answer).

Question 36A **Amount of Impacts**

Will the impacts to waters of the US identified in Question 35 be greater than three acres of lakes, ponds, or wetlands or 1,500 linear feet of streams?



Question 36A.i

Tier II Section 401 Water Quality Certification

A Tier II Section 401 Water Quality Certification will be required for impacts that have exceeded the amounts in Question 36A. The Tier II 401 Certification Questionnaire and Alternatives Analysis Checklist can be found at: http://www.tceq.state.tx.us/permitting/water_quality/wq_assessment/401certification/401certification_tier2.html. State the status of the Tier II water quality permit with the Texas Commission of Environmental Quality (TCEQ).

Question 36A.ii

BMPs during Construction

Have Best Management Practices (BMP) such as silt fences, rock berms, etc. been included in the construction plans as part of the Tier II process? Tier I BMPs (see ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/tceq/tier1_checklist.pdf) can be used but must be approved by TCEQ.

Question 36B

Tier I Section 401 Water Quality Certification Checklist

Was a Tier I water quality certification from TCEQ completed and included in any individual permit or preconstruction coordination with the USACE? The Tier I checklist can be found at: ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/tceq/tier1_checklist.pdf.

Question 37

Amount of Impacts

State the amount of acres of soil disturbing activities the project will require (including staging areas and cement batch plant locations).

Question 37A

Texas Pollutant Discharge Elimination System (TPDES) General Permit for Construction Activity

All TPDES permits require a Storm Water Pollution Prevention Plan (SW3P) be completed which includes water quality items such as silt fences, rock berms, etc. Information can be found at: http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_1_to_5.html.

BOX 6: Water Quality Legal and Regulatory Context

Section 401 of the Clean Water Act (CWA) requires states to certify that a proposed CWA Section 404 permit would not violate water quality standards. The TCEQ issues Section 401 water quality certifications for projects prior to approval of the Section 404 permit from the USACE. Initiating the Section 404 process with the USACE automatically initiates the 401 certification process.

One aspect of a Section 404 IP is the requirement for Section 401 water quality certification. For Section 404 IPs with impacts of less than three acres or 1,500 feet of linear stream, a Tier I Water Quality Certification Checklist must be submitted with the Section 404 IP package. For impacts of greater than three acres or 1,500 feet of linear stream, a Tier II individual review would be required, which includes an alternative analysis. The design and construction would include construction and post-construction Best Management Practices (BMPs) to manage storm water runoff and control sediments.

For projects disturbing over one acre, Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000, under provisions of Section 402 of the CWA and Chapter 26 of the Texas Water Code, require contractors to comply with conditions in the General Permit for Construction Activity. This requires preparation and implementation of a SW3P in addition to adherence to rigorous BMPs designed to reduce or eliminate impacts to water resources. This permit would include BMPs to control total suspended solids that could be introduced into surface water.

The *Texas Water Quality Inventory Report* describes the status of Texas waters based on historical data on surface-water and groundwater quality, and the Section 303(d) list identifies water bodies that are not meeting standards set for their use. The reports satisfy the requirements of the federal CWA for both Section 305(b) water-quality reports and Section 303(d) lists.

TPDES Municipal Separate Storm Sewer Systems (MS4s) –

The Phase II storm water rule requires operators of certain small MS4s to develop and implement a storm water program. In an effort to further improve water quality in streams, lakes, bays and estuaries, the EPA developed the storm water program to control polluted runoff from urban areas.

Phase I of the program, issued in 1990, requires cities with a population greater than 100,000 to develop storm water management programs. Phase II is the second stage of the EPA's storm water management program requirements. It affects many small cities, some counties, and other entities that operate municipal separate storm sewer systems in urbanized and other densely populated areas. The TCEQ, the Phase II regulatory authority in Texas, is responsible for identifying the designated populated areas.

Each regulated small MS4 is required to submit a Notice of Intent (NOI) to obtain storm water permit coverage, typically by complying with the Phase II general permit requirements. Six minimum control measures must be addressed to control polluted storm water runoff. The initial submission for permit coverage must detail the programs, activities and measurable goals that will be implemented over the five-year permit term to comply with the permit requirements. Reports detailing the progress of the storm water management program (SWMP) must be submitted to the TCEQ on an annual basis for the first permit term.



Question 37A
NOI with TCEQ

A notice of intent (NOI) must be sent to TCEQ detailing your SW3P. The NOI can be found at: <http://www.tceq.state.tx.us/assets/public/permitting/waterquality/forms/10382.pdf>.

Question 38
TCEQ Section 303(d)

Will discharge from the project flow into or five miles upstream of impaired waters listed by TCEQ. A listing of Section 303(d) impaired waters can be found at: <http://www.tceq.state.tx.us/compliance/monitoring/water/quality/data/08twqi/twqi08.html>.

Question 38A
TCEQ Maximum Daily Loads

Water discharge that could affect Section 303(d) waters will require coordination with TCEQ for the total maximum daily loads of potential pollution into these impaired waters. The program and coordination can be found at: <http://www.tceq.state.tx.us/implementation/water/tmdl/>.

Question 38B
BMPs during Construction

Potential discharge that could affect Section 303(d) waters need to follow the Tier I BMP checklist (see ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/tceq/tier1_checklist.pdf). One BMP from each category: erosion control, sedimentation control, and total suspended solids should be included in the plans.

Question 39
Municipal Separate Storm Sewer System (MS4) Permit

Is this implementing agency a public agency and does it possess a storm water collection system (ditches, curbs, gutters, etc.)? MS4 information can be found at: http://www.tceq.state.tx.us/permitting/water_quality/stormwater/WQ_ms4_definition.html.

Question 39A
Impact to MS4 Permit

Will there be discharges into the MS4? Verify if runoff from the project will flow into a municipal storm water system.

Question 39B
Mitigation for MS4

Explain any mitigation for discharging into an MS4 system. Impacts and mitigation examples can be found at: http://www.tceq.state.tx.us/permitting/water_quality/stormwater/WQ_ms4_AIR.html

Floodplains

Question 40
Trinity River Regulatory Zone

Document if the project will require any work, including pavement, structures, dirt disturbance, or temporary structures in the Trinity River Regulatory Zone (see Box 7). Contact the local Corridor Development Certificate (CDC)/Floodplain administrator to determine if the area lies in the Trinity River regulatory zone. Information on the CDC can be found at: <http://www.nctcog.dst.tx.us/envir/SEEsafe/fpm/cdc/index.asp>.

Question 40A
CDC Coordination

Complete a CDC based on the recommendations of the CDC/Floodplain administrator and send back to the administrator.

BOX 7: Corridor Development Certificate (CDC)

The CDC process aims to stabilize flood risk along the Trinity River. The CDC process does not prohibit floodplain development, but ensures that any development that does occur in the floodplain will not raise flood water levels or reduce flood storage capacity. With the CDC process, local governments retain ultimate control over floodplain permitting decisions, but other communities along the Trinity River Corridor are given the opportunity to review and comment on projects in their neighbor's jurisdiction.

Under the CDC process, a CDC permit is required to develop land within a specific area of the Trinity floodplain called the Regulatory Zone, which is similar to the 100-year floodplain. As of the adoption of the *3rd Edition of the Corridor Development Certificate* (CDC) in September 2002, no CDC regulatory map was available for consideration by the Flood Management Task Force or the Trinity Steering Committee. Instead, the interpretation by the local CDC Administrator of the FEMA 100 year floodplain was to be used as the "regulatory zone." The Federal Emergency Management Agency (FEMA) mapping information can be viewed at the FEMA Map Service Center (www.msc.fema.gov). However, the floodplain administrator will provide the final determination on projects subject to the CDC Process.



Question 41**Changes to 100-Year Water Surface Elevation**

Will the project require work in the 100-year floodplain and change the function and flow and the existing floodplain? Information on the Federal Emergency Management Agency (FEMA) 100-year floodplain can be found at:

<http://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1&userType=G>.

Question 41A**Coordinated with the Local Floodplain Administrator and USACE**

Coordinate with the local floodplain administrator (or USACE on their regulated lakes) for potential impacts and changes to the 100-year floodplain.

Vegetation**Question 42****Impacts to Existing Vegetation or Trees**

Will the project remove or impact ground vegetation (such as grading) or completely remove any trees?

Question 42A**Mitigation**

Removal of vegetation and trees should be mitigated per local municipal laws (i.e., tree ordinances, open space ordinances, and landscaping requirements) and should be included in the construction plans or contract.

Question 42B**Types of Mitigation**

Check if any of these statements will be included as part of the project: avoidance of vegetation disturbance, mitigation for vegetation and trees, native plants used to for revegetation, xeriscape (drought-tolerant plants) used in landscaping, and following local landscaping aesthetic requirements.

Air Quality**Question 43****Air Quality Improvement**

Air quality improvements, derived from transportation projects, are generally related to improvements in the movement of traffic. Typically, transportation improvements that would improve air quality include improvements to help reduce congestion and improve traffic flow, improve transit service, or encourage ridesharing or promote other travel modes.

Question 43**Air Quality Sensitive Receivers**

Are there any air quality sensitive receivers immediately adjacent to the project? Sensitive receivers are defined as public and private schools, licensed day care facilities, hospitals, and elderly care facilities.

Question 45**Air Quality during Construction**

Will the construction plans or contract include a provision requiring the contractor to make reasonable effort to comply with local, state, and federal regulations, pertaining to construction equipment emissions and/or construction equipment work hour restrictions?

Regulated Materials**Question 46****Visual Inspection**

Has a visual inspection of the proposed project area been conducted to search for hazardous materials (i.e., leaking drums, stressed or dead vegetation from some unknown contamination).

Question 47**Right-of-Way Acquisition from Regulated Material Sites**

State if the proposed project will require additional property from a site handling regulated materials (e.g., gas station, dry cleaner, auto repair) or is located near a known site of hazardous materials.

Question 48**Construction Spill Prevention/Response Plan**

State if the implementing agency has a contingency plan for preventing construction spills and a response plan for accidental discovery of hazardous and/or contaminated materials.



Question 49**Regulated Materials during Construction**

State if the construction plans or contract will follow all applicable laws and regulations for hazardous materials on the construction site.

Special Permits (See Box 8)**Question 50****Required Special Permits or Clearances**

Some projects may require special permits or clearance because of their proximity to certain features. These could include levees, airports, and/or navigable waterways. Please list any special permits and of clearances needed and the status of obtaining them.

BOX 8: Special PermitsNavigable Waterways

In the Dallas-Fort Worth region, the Trinity River is the only waterway considered to be navigable by the US Coast Guard (USCG). The Trinity River is listed as a navigable waterway from Riverside Drive in Fort Worth to the Gulf of Mexico. If a project crossing the Trinity River within these limits, Sections 9, 10, and 14 of the Rivers and Harbors Act of 1899 may apply. Projects crossing or within navigable waters must be recommended by the USACE and/or the USCG and authorized by the Secretary of War prior to beginning construction.

- Section 10 prohibits the creation of any obstruction to the navigable capacity of any of the waters of the US and/or prohibits the excavation, fill, or any manner of alteration/ modification to the course, location, condition, or capacity.
- Section 9 prohibits the construction of any bridge, dam, dike, or causeway over a navigable water.
- Section 14 prohibits building upon or alteration of a levee.

Airway-Highway

Federal Air Regulations Part 77 Objects Affecting Navigable Airspace require the Federal Aviation Administration be notified if construction is proposed "of greater height than an imaginary surface extending outward and upward at a slope of 100 to one for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of an airport with at least one runway more than 3,200 feet in actual length."

CONSTRUCTION IMPACTS

Question 51**Construction Time**

What is the estimated time of construction?

Question 52**Access and Detours during Construction**

Will the construction of the project limit access and/or require detours? If yes, describe the impacts and how they will be minimized or mitigated during construction. Include the locations, duration, types of businesses or properties affected, and proposed mitigation (e.g., additional signage, temporary driveways) to lessen impacts.

Question 53**Notification of Access Changes and Detours during Construction**

List the types of facilities or services that could be impacted during construction. List how property owners, renters, motorists, transit riders, cyclists, pedestrians, emergency service providers, and/or community services (e.g., garbage collection) will be notified of the construction project, changes in access during construction, or detours.

Question 54**Noise Impacts during Construction**

Are there any noise sensitive receivers near construction area or along the detour routes? Noise sensitive receivers are defined as those lands which require serenity and quiet, and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose. An example of a sensitive receiver is an outdoor theater.

Question 55**Mitigation of Noise Impacts during Construction**

Will the construction plans or contract include a provision requiring the contractor to make reasonable effort to minimize construction noise through abatement measures, such as work-hour controls and proper maintenance of muffler systems?

CERTIFICATION

Have the completed form signed by an authorized person. Include the date, printed/typed name, and title.



ATTACHMENTS

As appropriate include the requested attachments to the form. These could include: Location Map, Railroad Agreement (Question 15B), THC Antiquities Permit (Question 23, 24), THC Coordination Letters (Question 25), USFWS Coordination Letters (Question 28B), USACE IP Coordination Letters (Question 34B), and/or Floodplain Coordination Letters (Question 41B).



CONTACT INFORMATION

For more information about filling out this form, please contact:

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PROJECT INFORMATION (Contact NCTCOG before using this form)

1. Project Description		
1A. Length (feet or miles)		
1B. Scope of Work		
2. Implementing Agency		
3. Primary Contact for the Implementation Agency	Name/Title: Phone: e-mail:	
4. Form Preparer	Name/Title: Phone: e-mail:	
5. Date Form was Prepared		
6. Project Costs:	Total Amount (\$)	Amount of RTR Funding (\$)
• Engineering		
• Right-of-Way		
• Utility Relocation		
• Construction		
• Total		
7. Date of Cost Estimate		
8. TIP Number		
9. Project Location Map Attached	() Yes () No	
10. Briefly describe the problems/issues and how the project will eliminate or help solve them. Include any information concerning other alternatives considered during project development.		

SIMPLIFIED CHECKLIST (ALL ANSWERS MUST BE "NO")

11. Will the project require additional right-of-way?	() Yes () No
12. Will the project affect any Section 4(f) properties (parks, historical, or archeological sites)?	() Yes () No
13. Will the project require an individual Permit under Section 404?	() Yes () No
14. Will the project require a Section 9 permit from the Coast Guard?	() Yes () No
15. Does the project impact any federal or state threatened or endangered species?	() Yes () No
16. Does the project impact known contaminated hazardous materials sites?	() Yes () No

CERTIFICATION BY AUTHORIZED REPRESENTATIVE

I certify the information provided in this form accurately reflects the status of compliance with applicable laws and regulations for the project.

Signature: _____ Date: _____

Name: _____ Title: _____

FORM ATTACHMENTS

Location Map (Question 9)	Other
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Instructions -The following are more detailed guidance to help in the completion of the Environmental Review Checklist for Local Projects. **Please contact NCTCOG before using this form for your project.**

PROJECT INFORMATION

Question 1

Project Description

State the project name and physical limits (to/from or at).

Question 1A

Length

State the length of the project in feet or miles.

Question 1B

Scope of Work

Briefly describe the work to be performed.

Question 2

Implementing Agency

State the name of the local agency purchasing the right-of-way and/or constructing the project.

Question 3

Primary Contact for the Implementing Agency

Provide the name, title, and contact information for the person from the implementing agency that is knowledgeable of the project.

Question 4

Form Preparer

Provide the name, title, and contact information for the person that prepared the form.

Question 5

Date Form was Prepared

State the date the form was completed.

Question 6

Project Costs

Under Total Amount, state the engineering, right-of-way, utility relocation, construction, and total for the project. Under Amount of RTR Funding, state the amount of funds being allocated from Regional Toll Revenue (RTR) for engineering, right-of-way, utility relocation, construction, and total.

Question 7

Date of Estimate

State the date of the estimate provided in Question 6.

Question 8

TIP Number

State the project number as listed in the Transportation Improvement Program (TIP). The TIP is available at <http://www.nctcog.org/trans/tip/>

Question 9

Project Location Map

Provide a map of the location for the submitted project with sufficient information for a person to understand the precise location of the proposed project. Suggested to include but not limited to: aerials, site boundaries, road names, streams/rivers and their labels, floodplains, parcel boundaries, north arrow, legend, and a scale bar.

Question 10

Need and Purpose

Describe the specific problems and/or issues the project is addressing (e.g., travel demand, safety, system connectivity). Describe how the project will help eliminate or solve them, or improve existing conditions. Include any information concerning other alternatives considered.

CHECKLIST

Question 11

Right-of-Way

Mark if your project will require the purchase of any additional property.

Question 12

Section 4(f) Properties

Will the project impact by acquisition, visual, noise, etc. any publicly owned parks, historical resources, or archeological sites.

Question 13

USACE Section 404 Permit

Mark if the project will require a Section 404 Individual Permit through the US Army Corp of Engineers (USACE).



Question 14
USCG Section 9 Permit

Determine if the project will require coordination with the US Coast Guard (USCG) for a Section 9 permit.

Question 15
Threatened and Endangered Species

Will the project impact any federal or state threatened or endangered species? Impacts could be destruction of the species, habitat or nest. In addition, any disturbance that could prevent the species from nesting is considered an impact.

Question 16
Hazardous Materials

Is there known hazardous materials contamination that the project would impact and require remediation?

CERTIFICATION

Have the completed form signed by an authorized person. Include the date, printed/typed name, and title.

ATTACHMENTS

As appropriate include the requested attachments to the form. These could include a Location Map and other important coordination letters.

CONTACT INFORMATION

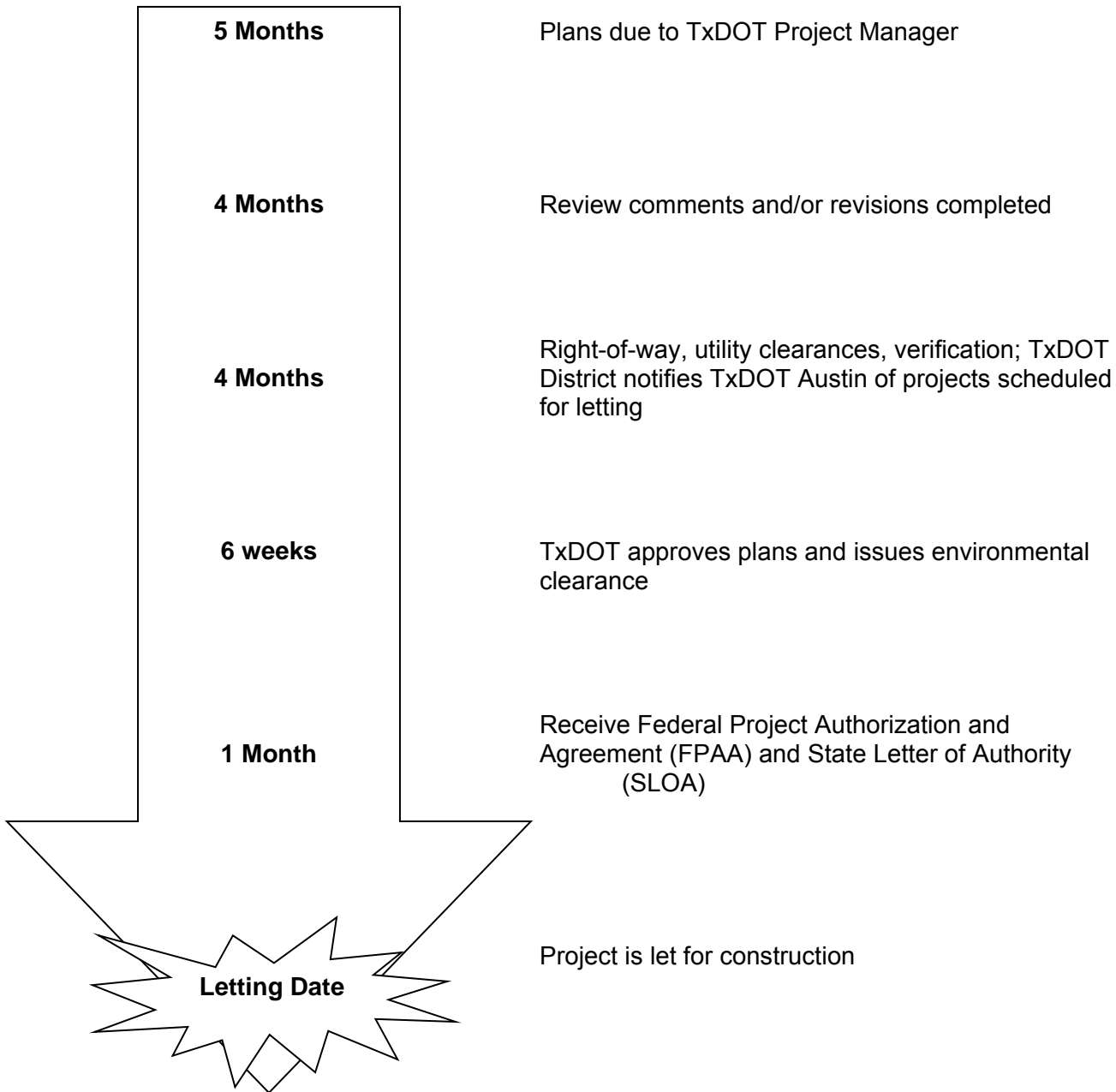
For more information about filling out this form, please contact:

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PLAN REVIEW TIMELINE

Activities Needed Five-Months Prior to Bid Date or Letting



TxDOT – Dallas District Standard Operating Procedure No. 02-04

Subject: District 30%, 60% and 95% (Pre-Final) Plan Review

Approval Authority: District Engineer

Effective Date: October 4, 2007

Review Authority: Director of TP&D

Revision: **4 (4/2010)**

1. DEPARTMENT POLICY & PROCEDURE MANUALS & DOCUMENT REFERENCES:

- [Project Development Process Manual](#)
- [PS&E Preparation Manual](#)
- [Roadway Design Manual](#)
- [Texas Manual of Uniform Traffic Control Devices](#)
- [Hydraulics Manual](#)
- [Bridge Design Manual - LRFD](#)
- [Pavement Design Manual](#)
- [Geotechnical Manual](#)
- [Landscape and Aesthetics Design Manual](#)
- [Dallas Dist Bridge Section Structural Elements Review SOP No. 104-06](#)
- [Dallas DSRT TCP Review SOP No. 06-04](#)

NOTE: “Ctrl + click” to follow the above and other links in the body of the SOP.

2. PURPOSE

To provide guidance for the submission of 30% plans completion and the submission of 60% and 95% (Pre-Final) PS&E packages for the District Review.

NOTES:

- The 30% review is only applicable to 4R, major 3R and all projects with **BRIDGE and/or Bridge-Class Culvert**. PM, 2R and minor 3R, now considered “District Review” projects, as well as HES, HSIP, SBP and SRS projects do not require a 30% review. Reference [John Barton 1-16-09 Memo](#) for additional information.
- This SOP is not applicable to projects that are solely Traffic Operations (signalization, ITS, etc.) or Landscape.

3. ORGANIZATION

The Plan Review Engineer in the Project Delivery Office (PDO) coordinates all the reviews within the district.

3.1 The following offices/individuals will be a part of the district review team:

- **Transportation Planning and Development Office**

- PDO: Plan Review Engineer or a PDO designee
- PDO: Traffic and Operations Items – In cooperation with Operations Section
- PDO: Hydraulic Engineer or designee (for hydraulically designed bridges, culverts and storm sewer systems)
- PDO: Programming Engineer (for locally let projects - 95% PS&E)
- Bridge Section (for projects that include Bridge, Bridge-class Culvert, Retaining Wall and Special Structure items)
- Advance Project Development (APD): Section Supervisors (for 4R and all projects with added capacity, hydraulically designed Bridge and/or Bridge-Class Culvert)
- **Construction Office**
 - Constructability Review Engineer
 - District Environmental Quality Coordinator (60% and 95% PS&E)
 - District Material Engineer (60% and 95% PS&E)
- **Operations Office**
 - Pavement Engineer (60% and 95% PS&E)
 - Landscape Architect (If applicable - 60% and 95% PS&E)
- **Area Office** – (for projects under their jurisdiction, but not managed by them)
 - Either Design or Construction Supervisor
- **Utility Office** (when applicable – 30% and 60%)
 - Utility Coordinator

3.2 The following individuals will conduct the Pre-Submission and Post-Review responsibilities as outlined on page 7 & 8:

- **Roadway Design Section and Area Office Design Supervisors (DS)**
- **Consultant Management Design Engineers (CMDE)**

4. STANDARD OPERATING PROCEDURE FOR 30% PLANS COMPLETION

At the end of the 30% plan review process, the design criteria and the elements of the basic categories, upon which project is developed (Section 4.1), shall be established. 30% plans completion shall include the plan sheets indicated in section 4.3. Any plan sheet that is applicable shall be as complete as possible.

NOTE: 30% plans set for 4R, major 3R and all projects with **BRIDGE and/or Bridge-Class Culvert** will automatically fulfill the [DSRT TCP Review SOP No. 06-04](#) requirements.

4.1 DESIGN CRITERIA AND PROJECT BASIC CATEGORIES AND ELEMENTS:

- Typical Sections (Existing/Proposed)
- Horizontal and Vertical Alignments and Geometric Data
- Drainage Area Maps
- Culvert Computations
- Preliminary Culvert Plans and Profiles
- Preliminary Bridge and Br-Class Culvert Layouts. Reference [SOP No. 104-06](#)
- Preliminary Retaining and Sound Wall Layouts. Reference [SOP No. 104-06](#)
- Preliminary Special Structural Elements. Reference [SOP No. 104-06](#)
- Geotechnical Report. Reference [SOP No. 104-06](#)
- Aesthetic Concepts of Bridges and Walls. Reference [SOP No. 104-06](#)

- Temporary Signals During Construction
- Pavement Report
- ROW (Existing/Proposed)
- Easements and Access Control

4.2 PRE-REQUISITES AND SUPPORTING PAPERWORK

A 30% package shall include the following pre-requisites and supporting paperwork:

- Copy of the “Design Summary Report” (Applicable for consultant jobs)
- Copy of the “Design Exceptions” submittal letter to Austin - If applicable
- Copy of the Bridge Section submittals to Austin requesting the approval of the preliminary bridge or Br-class culvert layouts- If applicable. Refer to [SOP No. 104-06](#)
- Copy of the Bridge Section submittal to Austin requesting the approval of the Hydraulic Report - If applicable. Reference [SOP No. 104-06](#)
- Railroad Exhibits and [Form 2299](#) - If applicable. Also reference [SOP No. 104-06](#)
- Copy of the “Pavement Design” submittal letter to the Pavement Engineer
- Copy of the “Satisfactory for Further Processing” email/memo from the ENV Division regarding the Environmental Document - If applicable
- Copy of the “Has Been Reviewed and We Offer No Additional Comments” email/memo from the DES Division regarding the Design Schematic - If applicable
- Copy of Design Schematic - If applicable
- List of any design changes that are not shown on the Design Schematic - If applicable
- List of any design changes that are not addressed in the Env Document - If applicable
- List of any commitments made during the Public Involvement Process and design changes made to address any comments - If applicable
- Copy of Third Party Agreements - If applicable
- Copy of Permitting Documents - If applicable

4.3 REQUIRED PLAN SHEETS

A 30% set shall include the following plan sheets:

- Title Sheet
- Preliminary “Index of Sheets” with all sheets numbered on index and plan sheets.
- Project Layout with Advance Warning Signs
- Existing and Proposed Typical Sections
- Preliminary and Conceptual Sequence of Work and Traffic Control Plans
- Preliminary Alignment Data
- Preliminary Plan-Profile Sheets Including the Existing and Proposed ROW and Easements and Access Control
- Preliminary Ramp or Cross Street Plan-Profile Sheets - If applicable
- Drainage Area Maps - If applicable
- Preliminary Storm Sewer Layout - If applicable
- Culvert Computations - If applicable
- Preliminary Culvert Plan-Profile Sheets - If applicable
- Preliminary Bridge Hydraulic Data Sheets - If applicable
- Preliminary Bridge and Br-Class Culvert Layouts - If applicable
- Preliminary Retaining and Sound Wall Layouts - If applicable
- Railroad Exhibits - If applicable

- Preliminary Special Structural Elements - If applicable
- Temporary Signals During Construction - If applicable
- Preliminary Aesthetic Concepts of Bridges and Walls - If applicable
- Existing Utilities - If applicable
- Preliminary Cross-Sections-Plans Set

4.4 NUMBER OF PLANS SETS, PRE-REQUISITES AND SUPPORTING PAPERWORK

Submit total number of sets, pre-requisite items and supporting paperwork as calculated and shown on the 30% [Plans Completion Review Form](#) to the Plan Review Engineer.

5. STANDARD OPERATING PROCEDURE FOR 60% PS&E PACKAGE

In addition to the basic categories and elements mentioned in the 30% phase, at the end of the 60% PS&E review process the inclusion of project remaining categories and elements, (Section 5.1) as well as all required standard sheets shall be confirmed. 60% plans set shall include, but is not limited to, the plan sheets indicated in section 5.3. Any plan sheet that is applicable shall be all but complete.

NOTE: 60% plans set for PM, 2R and minor 3R, now considered “District Review” projects, as well as HES, HSIP, SBP and SRS projects will automatically fulfill the [DSRT TCP Review SOP No. 06-04](#) requirements.

5.1 DESIGN CRITERIA AND REMAINING CATEGORIES AND ELEMENTS:

- Preliminary Quantity Summary Sheets
- Preliminary Bridge Detail Quantities
- Removal Plans
- Temporary Shoring Details - If applicable. Refer to [SOP No. 104-06](#)
- Paving Contour and Grading Plans
- Miscellaneous Paving Details including Driveway Plans/Profiles
- Storm Sewer Calculations/Design and Plan-Profile sheets
- Signs and Pavement Markings
- Summary of Small & Large Signs - If applicable
- Signalization and Illumination - If applicable
- ITS - If applicable
- EPIC Sheet and SW3P Plans
- Landscape - If applicable
- Permanent BMP Strategies - If applicable
- Required Standards

5.2 PRE-REQUISITES AND SUPPORTING PAPERWORK

A 60% package shall include the following pre-requisites and supporting paperwork:

- Form 1002 (Showing District and Austin approvals of design criteria)
- Form 2229
- Preliminary DCIS Estimate (If a locally let project, in .xls format)
- New Special Specifications and Special Provisions (Form 1814 - If applicable)
- Copy of “Bid Item Code” Request to DES DIV for “District Review” project - If applicable

- Copy of Austin's email approving Bridge Layout - If applicable
- Copy of Austin's email/memo approving Hydraulic Report - If applicable
- Copy of approval letter of the Pavement Design
- Copy of Third Party Agreement - If applicable
- Copy of Railroad Agreement and SP007-xxx - If applicable
- Copy of the approval letter of Environmental Document - If applicable
- Copy of the list of any commitments made during the Public Involvement Process and design changes made to address any comments - If applicable
- List of any design changes that are not shown on the Design Schematic - If applicable
- List of any design changes that are not addressed in the Env Document - If applicable
- Const Speed Zone Request (Form 1204 with Dist Engineer approval - If applicable
- Copy of Temporary Road Closure Request - If applicable
- 30% marked up sets (to verify the reviewer's comments were addressed)

5.3 REQUIRED PLAN SHEETS

A 60% set shall include, but not limited to, the following plan sheets:

- Title Sheet
- "Index of Sheets", with all sheets numbered on index and plan sheets
- Project Layout with Advance Warning Signs
- Existing and Proposed Typical Sections
- Preliminary Quantity Summary Sheets
- Removal Plans
- Sequence of Work and Traffic Control Plans
- Temporary Shoring Details - If applicable
- Temporary Signals During Construction - If applicable
- Alignment Data Sheets (For 4R and major 3R projects)
- Plan-Profile sheets Including the Existing and Proposed ROW and Easements and Access Control
- Paving Contour and Grading Plans - If applicable
- Ramp or Cross Street Plan-Profile sheets - If applicable
- Miscellaneous Paving Details including Driveway Plans/Profiles
- Drainage Area Maps - If applicable
- Storm Sewer Calculations/Design sheets - If applicable
- Storm Sewer Plans/Profiles sheets - If applicable
- Culvert Computations - If applicable
- Culvert Plans-Profiles Sheets - If applicable
- Bridge Hydraulic Data Sheets - If applicable
- Preliminary Bridge Detail Quantities
- Bridge and Br-Class Culvert Layouts - If applicable
- Aesthetic Concepts of Bridges and Walls - If applicable
- Retaining and Sound Wall Layouts - If applicable
- Soil Boring Logs sheets - If applicable
- Railroad Exhibits - If applicable
- Special Structural Elements and Details - If applicable
- Signs and Pavement Markings

- Summary of Small & Large Signs - If applicable
- Signalization and Illumination - If applicable
- ITS - If applicable
- Draft EPIC Sheet and SW3P Plans
- Landscape Items plan sheets - If applicable
- Permanent BMP Strategies - If applicable
- Utility Relocations Sheets - If applicable
- Required Standards
- Preliminary Cross-Sections-Plans Set

5.4 NUMBER OF PLANS SETS, PRE-REQUISITES AND SUPPORTING PAPERWORK

Submit total number of sets, pre-requisite items, and supporting paperwork as calculated and shown on the 60% [PS&E Review Request Form](#) to the Plan Review Engineer.

6. STANDARD OPERATING PROCEDURE FOR 95% (Pre-Final) PS&E PACKAGE

A 95% (Pre-Final) PS&E package shall consist of the items mentioned in sections 6.2 and plans that are indicated in section 5.3. The items with preliminary status at 60% shall be complete in 95% (Pre-Final) submission, and this package should be certified "Ready to Let" by the DS/CDME. Include 60% marked up packages to verify the reviewer's comments were addressed.

6.1 DESIGN ISSUES AND SPECIFIC PROJECT GOALS

There should be NO design issues left with all comments from previous 60% submission addressed and NO specific project goals remained to be achieved at the 95% (Pre-Final) submission.

6.2 PRE-REQUISITES AND SUPPORTING PAPERWORK

A 95% package shall include the following pre-requisites and supporting paperwork:

- Form 1002
- Copy of the justification explaining overruns of programmed amounts - If applicable
- Form 2229
- List of Governing Specifications and Special Provisions
- General Notes and Specification Data
- Plans DCIS Estimate. If a "District Review" project, there shall be no xxx codes shown for any items. (If a locally let project, in .xls format)
- Proposal (for locally let projects)
- New Special Provisions and Special Specifications (Form 1814- If applicable)
- Triple Zero Special Provisions - If applicable
- Contract Time Determination
- Copy of Third Party Agreement - If applicable
- Copy of Railroad Agreement - If applicable
- Copy of the approval letter of Environmental Document - If applicable
- Copy of Construction Speed Zone Request (Form 1204 with District Engineer approval - If applicable)
- Copy of Temporary Road Closure Request - If applicable

6.3 REQUIRED PLAN SHEETS

See section 5.3.

6.4 NUMBER OF PLANS SETS, PRE-REQUISITES AND SUPPORTING PAPERWORK

Submit total number of sets, pre-requisite items, and supporting paperwork as calculated and shown on the 95% (Pre-Final) [PS&E Review Request Form](#) to the Plan Review Engineer.

7. TRANSMITTAL FORMS

Use only the 30/60/95% [Review Request Forms](#) for requesting a review and include the name of the DS/CMDE, who will be responsible for resolving all review comments. Do not include a cover letter unless there are issues not covered by this SOP or the Transmittal Forms.

8. PRE-SUBMISSION RESPONSIBILITIES

As TxDOT is not responsible for serving as quality control (QC) for consultants, the DS/CMDE shall request one additional set for performing their own review, and for verifying and ensuring that packages have undergone QC, performed by the consultant, prior to their submission for district review. This means that packages should not be automatically forwarded for district review, if deemed to have failed to follow the TxDOT's documents mentioned in Section 1 of this SOP. The in-house prepared packages are expected to go through the same QC effort.

9. TIMELINE

Submit 30/60/95% review sets and packages to the PDO **eight (8)** weeks prior to the respective 30/60/100% completion dates/schedules indicated by the P6 program. The duration of the review is **three (3)** weeks and subject to change by the Plan Review Engineer. Following the review period, all the review comments will be returned to the Plan Review Engineer. Individual reviewers will evaluate their comments and determine whether the comments are extensive enough to require a re-submission. Projects designated for resubmission will be corrected and resubmitted using [Resubmission Transmittal Form](#). When a reviewer requests resubmittal, that individual's marked-up plans set and paperwork must be included in the resubmittal package. Additional comments may be returned to the submitting office. The DS/CMDE will be responsible for having all the additional corrections and comments incorporated and addressed. Disapproved resubmittals will be handled through a meeting as described in the following section.

10. PLAN REVIEW MEETING

Meeting will provide an opportunity to discuss reviewer comments, and provide further guidance and clarity. A plan review meeting will be assigned by the Plan Review Engineer, on an as-needed basis. The District Headquarters is the default location to conduct the meeting. The participants will be the following:

- Plan Review Engineer
- **PM or** designated individual(s) from the submitting office

- Consultant, if deemed appropriate by the submitting office
- Reviewers requiring a re-submission or needing clarification
- Other Reviewers as appropriate

NOTE: Should there be a second resubmittal requested, a meeting will be required.

11. POST-REVIEW RESPONSIBILITIES

The DS/CMDE will be responsible for reviewing and providing their own comments, as well as affirming the resolution of all review comments, and monitoring the correction of all the errors. The below instructions will be diligently followed by the DS/CMDE and Plan Review Engineer and implemented to that end:

- Each comment noted and addressed will be highlighted in YELLOW at 30/60/95%.
- Any comment that did not get addressed will be highlighted in RED with a full explanation provided by either the DS/CMDE or designer at 30/60/95%.
- The 95% (Pre-Final) marked-up/highlighted sets will be turned in with Final PS&E package to the Plan Review Engineer for confirming the completeness and compliance of the package. An incomplete package could affect the letting date.

12. MISCELLANEOUS

The Plan Review Engineer will follow up on any outstanding issues and will maintain a database for each project, with the following information:

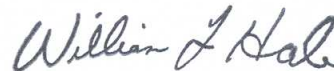
- Date review submission
- Date of plans distribution
- Review comments due dates
- Date of receipt of review comments
- Completeness
- Status of approval
- Status of re-submissions, if necessary
- Notification of resolution of comments

13. DURATION/UPDATE:

This Standard Operating Procedure will begin immediately and will remain in effect until revised or rescinded. Recommendations to modify or clarify this document should be submitted by email to the Review Authority or the Project Delivery Office.

4/2/10

Approval Date



William L. Hale, P.E.
District Engineer

Project Modifications, Tracking, and Close-out

TRANSPORTATION IMPROVEMENT PROGRAM MODIFICATION POLICY **Policies and Procedures to Streamline Project Delivery**

The Transportation Improvement Program (TIP) is a staged, multi-year program of projects approved for funding with federal, State, and local funds within the Dallas-Fort Worth area. A new TIP is approved every two to three years by the Regional Transportation Council (RTC), which serves as the policy board for the Dallas-Fort Worth Metropolitan Planning Organization (MPO). Due to the changing nature of projects as they move through the implementation process, the TIP must be modified on a regular basis.

Please note certain project changes require collaboration with our State and federal review partners. This collaboration occurs through the Statewide Transportation Improvement Program (STIP) revision process. Therefore, modification of the Dallas-Fort Worth TIP will follow the quarterly schedule established for revisions to the Statewide Transportation Improvement Program (STIP).

This policy consists of four sections:

General Policy Provisions: Overall policies guiding changes to project implementation

Project Changes Not Requiring TIP Modification: Changes related to administration or interpretation of Regional Transportation Council Policy

Administrative Amendment Policy: Authority granted to the MPO Director to expedite project delivery and maximize the time the RTC has to consider policy level (vs. administrative) issues

Revision Policy: Changes only the Regional Transportation Council can approve or recommend for State and federal concurrence

General Policy Provisions

1. All projects inventoried in the Transportation Improvement Program fall under this modification policy, regardless of funding source or funding category.
2. Air quality conformity, Mobility Plan consistency, congestion management process compliance, and financial constraint requirements must be met for all TIP modifications.
3. Project modifications will only be made with the consent of the implementing/impacted agency.
4. The Dallas-Fort Worth MPO will maintain a cost overrun funding pool. Program funds must be available through the cost overrun pool or from other sources in order to process modifications involving project cost increases.
5. All funding from deleted projects will be returned to the regional program for future cost overruns or new funding initiatives, unless the deleted funds are needed to cover cost overruns in other currently selected projects. However, it is important to note that funds are awarded to projects, not to implementing agencies. Therefore, funds from potentially infeasible projects cannot be saved for use in future projects by implementing agencies. MPO staff will manage timely resolution of these projects/funds. In addition, if a project was selected through a particular "program," such as the Sustainable Development or Regional ITS Funding Program, funds from deleted projects may be returned to those programs for future "calls for projects" in those areas.

TRANSPORTATION IMPROVEMENT PROGRAM MODIFICATION POLICY

Policies and Procedures to Streamline Project Delivery

6. For projects selected using project scoring methodologies, projects will no longer be rescored before a cost increase is considered.
7. Cost increases for strategically-selected projects fall under the same modification policy provisions.
8. As a general policy, new projects are proposed through periodic regional funding initiatives. However, the RTC may elect to add new projects to the TIP, outside of a scheduled funding initiative under emergency or critical situations. Projects approved under this provision must be an immediate need.
9. Local match commitments (i.e., percentages) will be maintained as originally approved. Cost overruns on construction, right-of-way, and engineering costs will be funded according to original participation shares.
10. Additional restrictions may apply to projects selected under certain funding initiatives. For example, projects selected through the Land Use/Transportation Joint Venture (i.e., Sustainable Development) program are not eligible for cost increases from RTC-selected funding categories.
11. Cost overruns are based on the total estimated cost of the project, including all phases combined, and are evaluated once total project cost is determined to exceed original funding authorization.
12. Cost indicators may be evaluated on cost overruns to alert project reviewers of potential unreasonable cost estimates (examples include cost per lane-mile, cost per turn lane). The cost indicators are developed by the MPO, in consultation with TxDOT, using experience from the last several years. If a project falls out of this range, the MPO may either: (a) require a more detailed estimate and explanation, (b) require value engineering, (c) suggest a reduced project scope, or (d) determine that a cost increase will come from local funds, not RTC funds.
13. For a project change to be considered, implementing agencies must submit modification requests for their TIP projects through the online TIP modification system. Project change requests must include complete information by the deadline. Incomplete requests will be sent back to agency for re-submittal in a future cycle.
14. Implementing agencies must identify one or two official points of contact for TIP project modifications. The point of contact is responsible for entering complete project modification requests into the online TIP modification system on time. The point of contact must be capable of collecting and entering accurate project information. Points of contact will be sent reminders leading up to submittal deadlines.

TRANSPORTATION IMPROVEMENT PROGRAM MODIFICATION POLICY Policies and Procedures to Streamline Project Delivery

Project Changes Not Requiring TIP Modification

In certain circumstances, changes may be made to TIP projects without triggering a TIP modification. These circumstances are outlined below:

1. **Changes that do not impact the overall purpose of a project:** Changes to MTP reference, CSJ's, or other clerical edits do not require a TIP modification.
2. **Changes to TxDOT's Design and Construction Information System (DCIS):** The DCIS is a project tracking system, therefore, simply updating the DCIS to match previously approved TIP projects or project elements does not require TIP modification. MPO staff maintains the official list of projects and funding levels approved by the RTC.
3. **Carryover Funds:** At the end of each fiscal year, unobligated funds are moved to the new fiscal year as carryover funds. For example, if a project receives funding in a specific fiscal year, but the project is not implemented by the end of the fiscal year, staff will automatically move the funds for that project into the next fiscal year. These changes do not require a TIP modification.
4. **Cost/Funding Increases:** Staff will update cost increases in the information system for changes of less than \$400,000.
5. **Increases in Local Funds:** Staff will adjust with concurrence of local agency.
6. **Changes in RTC Funding Categories:** Staff adjustments permitted.
7. **Emergency:** This provision includes emergency changes that need approval quickly, but timing is not aligned with the RTC Meeting schedule. These changes would come to the RTC for ratification at the next scheduled meeting.
8. **Cost/Funding Decreases:** Staff will update the information system with cost decreases.
9. **Funding Year Changes:** Staff will update the information system for changes that advance project implementation. Once projects are ready for construction (i.e., all federal and State requirements and procedures have been met), staff will advance the project to construction if funds are available.
10. **Statewide Transportation Improvement Program (STIP) Revisions Consistent with Previous RTC Action** (e.g., Staff will place a project or changes previously approved by the RTC in the appropriate information system and documents.)

TRANSPORTATION IMPROVEMENT PROGRAM MODIFICATION POLICY Policies and Procedures to Streamline Project Delivery

11. **Addition of Noncapacity, Conformity-Exempt Projects:** Staff will place projects in the appropriate information system/document.

Examples include, but are not limited to:

Sign refurbishing	Intersection Improvements
Landscaping	Intelligent Transportation System
Preventive maintenance	Traffic Signal Improvements
Bridge rehabilitation/replacement	
Safety/Maintenance	

12. **Changes to Implementing Agency:** Staff will process after receiving a written request/approval from the current implementing agency and the newly proposed implementing agency.
13. **Increased Flexibility for Traffic Signal, Intersection Improvement, ITS, and “Grouped” Projects:** Staff will use best practices to advance this category of projects.
14. **Addition and Adjustment of Phases:** Includes engineering, right-of-way, construction, etc.
15. **Administrative Scope Changes:** Minor clarifications to the type of work being performed, physical length of project, and project termini/limits. For example, changing the limits of a project from “.25 miles west of” to “west of,” or changing the limits from “point A” to “.5 miles east of point A,” or clarifying limits due to a change to the name of a roadway when there is no physical change to the limits (the name of the roadway just changed from one name to another, etc.
16. **Funding Year Changes:** Can be moved by staff if project is being moved less than one year.

Please note that a STIP revision may be required to make these changes in the statewide funding document. In all cases, MPO information systems will be updated and changes will be noted in project tracking systems.

Administrative Amendment Policy

Administrative Amendments are TIP modifications that do not require action of the RTC for approval. Under the Administrative Amendment Policy, the RTC has authorized the Director of Transportation, or his designee, for the Dallas-Fort Worth MPO to approve TIP modifications that meet the following conditions. After they are approved, administrative amendments are provided to STTC and the RTC for informational purposes, unless they are merely processed to support previous RTC project approval.

1. **Changes in Federal/State Funding Categories that Do Not Impact RTC-Selected Funding Programs:** RTC-Selected funding programs include: CMAQ, STP-MM, RTR, Category 2M - Metro Corridor (in coordination with TxDOT), Texas Mobility Funds, Urbanized Area Formula Program - Transit Section 5307.

TRANSPORTATION IMPROVEMENT PROGRAM MODIFICATION POLICY

Policies and Procedures to Streamline Project Delivery

- 2. Potentially Controversial Projects** - The administrative amendment policy does not restrict the Transportation Director from requesting Regional Transportation Council (RTC) action on potentially controversial project changes.
- 3. Change in funding share due to adding funding from one program to another:** For instance, if adding Thoroughfare Assessment Program funds (80% federal and 20% state/local) to a project that is 56% federal and 44% local, an administrative amendment is permitted. The revision policy applies to all other instances.

Revision Policy

Revisions are modifications that require approval of the Regional Transportation Council. A revision is required for any project modification that meets the following criteria or that does not fall under the Administrative Amendment Policy.

- 1. Adding or Deleting Projects from the TIP:** This provision includes all projects not covered previously in this Policy. All new projects regardless of funding source need to be approved under this Revision Policy.
- 2. Cost/Funding Increases:** A revision is required on any cost/funding increase over \$400,000.
- 3. Substantive Scope Changes:** This provision includes major or substantive changes that may have citizen interest or policy implications. For example, limits change to a brand new location, limits are extended or shortened substantially, the number of lanes changes, etc.
- 4. Funding Year Changes:** A revision is required to move a project more than one year into a fiscal year that would delay project implementation.
- 5. Changes in the Funding/Cost Shares:** A change to the percentage of the total project cost paid by each funding partner requires a revision (with the one exception noted in the administrative amendment policy).

Deadlines for Modification to the Dallas-Fort Worth TIP November 2014–August 2015

The following deadlines have been established for projects requiring modifications to either the Dallas-Fort Worth Area Transportation Improvement Program (TIP) or the Statewide TIP. Please note it takes approximately six months to receive approval for TIP actions that require a change to the Statewide TIP. If you anticipate TIP action on projects within your area, below are the deadlines that should be built into your project timelines. To ensure timely action, please coordinate with the TIP Team early in the process.

November 2014 Revisions

July 25, 2014	Project modification requests are due to the TIP Team
September 26, 2014	STTC action
October 19, 2014	RTC action
October 22, 2014	Project modifications are due to TxDOT
Late December 2014/ early January 2015	Anticipate final federal approval

February 2015 Revisions

October 24, 2014	Project modification requests are due to the TIP Team
December 5, 2014*	STTC action
January 8, 2015	RTC action
January 21, 2015	Project modifications are due to TxDOT
Late March 2015/ early April 2015	Anticipate final federal approval

**November and December STTC meetings are customarily combined and scheduled for this date*

May 2015 Revisions

January 23, 2015	Project modification requests are due to the TIP Team
March 27, 2015	STTC action
April 9, 2015	RTC action
April 22, 2015	Project modifications are due to TxDOT
Late June 2015/ early July 2015	Anticipate final federal approval

August 2015 Revisions

April 24, 2015	Project modification requests are due to the TIP Team
June 26, 2015	STTC action
July 9, 2015	RTC action
July 22, 2015	Project modifications are due to TxDOT
Late September 2015/ early October 2015	Anticipate final federal approval

Please note that the above dates are subject to change based on TxDOT's request.

It is important to note that in order to streamline staff efforts, we process all modifications within a quarterly cycle. Please contact the TIP Team to discuss TIP issues and potential project changes. We will be glad to meet with you.

Contact the [TIP Team](#) with any questions or concerns.



**TxDOT Regional Toll Revenue (RTR)
Project Closeout Procedures
April 4, 2012**

Completion of Project with RTR Advanced Funding

Within 30 days of completion of a project, please submit to TxDOT the following information:

- 1) Signed Notification of Completion document acknowledging each individual project(s) completion to the following address:

*Moosa Saghian, P.E.
Director of Transportation Planning & Development
Texas Department of Transportation - Dallas District
4777 E. Highway 80
Mesquite, TX 75150*

 - a. Notification shall certify the date the project was opened to traffic
 - b. Notification shall include date of project completion
 - c. Notification shall include confirmation that final inspections have been conducted, if applicable
- 2) An accounting statement outlining the total RTR funds received and interest earnings on advanced funding
- 3) A check payable to the Texas Department of Transportation for excess RTR and interest earned. Distinction must be made from interest earnings and excess RTR funding via the RTR account (121 RTR Subaccount 1, 121 RTR Subaccount 2, etc.)
- 4) NCTCOG concurrence of project completion

Completion of Project with RTR Sustainable Development Funding

Within 30 days of completion of a project, please submit to TxDOT the following information:

- 5) Signed Notification of Completion document acknowledging each individual project(s) completion to the following address:

*Moosa Saghian, P.E.
Director of Transportation Planning & Development
Texas Department of Transportation - Dallas District
4777 E. Highway 80
Mesquite, TX 75150*

 - a. Notification shall certify the date the project was opened to traffic
 - b. Notification shall include date of project completion
 - c. Notification shall include confirmation that final inspections have been conducted, if applicable
- 6) Documentation of actual project costs and total RTR reimbursements
- 7) NCTCOG concurrence of project completion

Project Completion of RTR Advancing Funding

Within 30 days of completion of project, the local government shall submit to TxDOT the following:

- A. Signed “Notification of Completion” document acknowledging each individual project’s completion to the following address:
 - Moosa Saghian, P.E.
 - Director of Transportation Planning & Development
 - Dallas District
 - Texas Department of Transportation
 - 4777 E. Highway 80
 - Mesquite, TX 75150
- B. Notification of completion shall certify that the project is open to traffic, the date of completion and if applicable, that necessary final inspections have been conducted
- C. An accounting statement, outlining total RTR funds received and interest earnings on advanced funding
- D. A check, payable to the “Texas Department of Transportation”, for excess RTR funds that remain and interest earned. Distinction must be made from interest earnings and excess/unexpended RTR funding (121-subaccount 1, 121-subaccount 2, 161-subaccount 1, 161-subaccount 2, etc.)
- E. NCTCOG closeout concurrence on project completion

Project Completion of RTR Sustainable Development

Within 30 days of completion of project, the local government shall submit to TxDOT the following:

- A. Signed “Notification of Completion” document acknowledging each individual project’s completion to the following address:
 - Moosa Saghian, P.E.
 - Director of Transportation Planning & Development
 - Dallas District
 - Texas Department of Transportation
 - 4777 E. Highway 80
 - Mesquite, TX 75150

- B. Notification of completion shall certify that the project is open to traffic, the date of completion and if applicable, that necessary final inspections have been conducted
- C. Documentation of actual project costs and total RTR reimbursements
- D. NCTCOG closeout concurrence on project completion

Project Termination

The local government shall submit to TxDOT the following:

- A. Signed “Notification of Termination” document acknowledging each individual project’s termination to the following address:
 - Moosa Saghian, P.E.
 - Director of Transportation Planning & Development
 - Dallas District
 - Texas Department of Transportation
 - 4777 E. Highway 80
 - Mesquite, TX 75150
- B. An accounting statement, outlining total RTR funds received and interest earnings on advanced funding
- C. A check, payable to the “Texas Department of Transportation”, for excess RTR funds that remain and earned interest. Distinction must be made from earned interest and total RTR funds received (121-subaccount 1, 121-subaccount 2, 161-subaccount 1, 161-subaccount 2, etc.)
- D. NCTCOG concurrence on project termination



April 13, 2011

Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiere
Place 5

Jean Callison
Place 7

Bruce D. Glasscock
City Manager

Mr. Moosa Saghian, P.E.,
Director of Transportation Planning & Development
Texas Department of Transportation - Project Delivery Office
4777 East Highway 80
Mesquite, TX 75150.

**RE: CSJ #0918-24-159 – RASOR ROAD FROM OHIO TO SH 121
CITY OF PLANO PROJECT NO. 5715 – CIP NO. 31411**

Dear Mr. Saghian:

The above-referenced project is now complete and has been accepted by the City of Plano.

A brief summary of the project follows:

\$4,326,400.00	TxDOT SH 121 Subaccount
\$3,268,744.53	Construction Expenditures
\$1,057,655.47	Unexpended Balance
\$26,090.99	Interest Earned through 03/31/11
\$1,083,746.46	Total Remittance

Enclosed you will a copy of our acceptance letter to the contractor, an accounting statement and our check in the amount of \$1,083,746.46.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

Gerald P. Cosgrove, P.E.
Director of Public Works

mlm

encl:

Project Closeout Checklist for RTR Advance Projects

Implementing Agency: _____
Facility/Project Name: _____
Project Limits: _____
TIP Code: _____
Project CSJ: _____

Instructions: Please visit the Revenue and Project Tracking System (RAPTS) at www.rtr.nctcog.org (public site) or www.rtrinternal.nctcog.org (RTR implementing agency site) for more detailed review of tracking system and data input.

Project Information/Expenditures

- Verify that project limits and scope for the completed RTR project are consistent with RAPTS
- Verify that all invoices have been submitted and entered into RAPTS
- Verify that the amount of expended RTR funds by approved phase is not higher than approved amount
- Verify that the amount of expended local funds by approved phase matches the programmed amount on RAPTS (amount of local funds expended must be equal to or greater than programmed amount on RAPTS)
- Verify that the local match requirement has been met
- Review total funds expended by phase and the remaining balance
- Verify final project description has been completed
- Verify final interest earned on RTR funds as of the closeout date has been entered into RAPTS (closeout date is the date closeout documents are submitted)
- Verify that total RTR amount to be reprogrammed for other RTR projects has been entered into RAPTS

RTR Advance Repayment

- Verify balance of remaining RTR Advance Payment provided (if applicable)
- Verify total amount to be paid to TxDOT plus any interest earned as of the closeout date that has been entered into RAPTS

Environmental

- Verify that environmental documentation has been submitted to NCTCOG for review
- Verify that legal counsel review has been completed
- Verify agency approval of environmental documentation provided to NCTCOG
- Verify that notice of final approval and final environmental documentation (if revised) was sent to NCTCOG

Project Status Reporting

- Verify actual let or start date for each approved phase
- Verify actual completion date for each approved phase
- Verify percentage completed for each approved phase is noted in RAPTS
- Verify that before and after photos of the project have been provided
- Verify that monthly progress reports are up to date

Contact Information

TIP TEAM CONTACT INFORMATION

www.nctcog.org/trans/tip

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>E-mail @nctcog.org</u>
Christie Gotti	Sr. Program Manager	817 608 2338	cgotti
Laura Person	Administrative Assistant	817 608 2349	lperson
Information Systems			
Omar Barrios	Sr. Transportation Planner	817 608 2337	obarrios
Strategic Initiatives; Regional Toll Revenue Projects & Funding			
Adam Beckom	Prin. Transportation Planner	817 608 2344	abeckom
Andrew Malkowski	Transportation Planner I	817 608 7353	amalkowski
Michael Overton	Transportation Planner II	817 704 2548	moverton
Angela Smith	Transportation Planner III	817 695 9254	asmith2
TIP/STIP and Federal/State Projects			
Kenneth Bunkley	Sr. Transportation Planner	817 695 9288	kbunkley

NCTCOG CONTACT INFORMATION

www.nctcog.org/trans/tip

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>E-mail @nctcog.org</u>
Streamline Project Delivery (Environmental)			
Sandy Wesch	Project Engineer	817 704 5632	swesch
Nathan Drozd	Transportation Planner III	817 704 5635	ndrozd
Sustainable Development & Bike/Pedestrian			
Patrick Mandapaka	Sr. Transportation Planner	817 704 2503	pmandapaka
Trey Ingram	Transportation Planner II	817 704 2505	tingram
Fiscal Management Team			
Emily Beckham	Grants and Contract Supervisor	817 608 2308	ebeckham

TXDOT CONTACT INFORMATION

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>E-mail @txdot.gov</u>
TxDOT Dallas District			
Wes McClure	Advanced Transp Plan Director	214 320 4461	wes.mcclure
Sandra Williams	Environmental Specialist	214 320 6686	sandra.williams2
Chelsea Dilday	Contract Specialist	214 320 6124	chelsea.dilday
Tamelia Spillman	Transp Planner	214 320 4476	tamelia.spillman
Dan Perge	Asst Advanced Project Engineer	214 320 6283	dan.perge
TxDOT Fort Worth District			
Loyl Bussell	Director of Transp Plan & Dev	817 370 6532	loyl.bussell
Michael Bolin	Advanced Transp Plan Director		michael.bolin
Shannon Hawkins	Transp Funding Specialist	817 370 6948	shannon.hawkins
Sara Finch	Transp Funding Specialist	817 370 6868	sara.finch
TxDOT Paris District			
Rick Mackey	Director of Transp Plan & Dev	903 737 9375	ricky.mackey
Penny Sansom	Transportation Planner	903 737 9373	penny.sansom