



\$5,592,743 Award  
\$621,416 Match  
\$6,214,159 Total Project Costs

# Texas Department of Transportation<sup>®</sup>

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

April 4, 2014

## CERTIFIED MAIL

The Honorable Daniel Valdez  
Webb County Judge  
1000 Houston St., Fl 3  
Laredo, Texas 78040-8017

**RE: COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM –  
NOTICE OF ELIGIBLE GRANT AWARD**

**TOTAL ELIGIBLE GRANT AWARD: \$5,592,743**

Dear Judge Valdez:

In March of 2014 the Texas Department of Transportation (TxDOT or Department) received your county's application for a grant under the COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM (Program), which was created by the 83rd Legislature in Senate Bill 1747, and is being administered by TxDOT. The department has finalized its review of all applications and has calculated all applicant counties' eligible grant awards.

Pursuant to Title 43 Texas Administrative (TAC) Code §15.190, this TOTAL ELIGIBLE GRANT AWARD NOTIFICATION is being sent to inform your county that its total eligible grant award as calculated by TxDOT in accordance with the Department rules is, **\$5,592,743**.

**Pursuant to the 43 TAC §15.191, before receiving any allowable reimbursements from the eligible grant amount, your county must enter into an agreement with the Department.** Enclosed as part of the Program Implementation Procedures guidance document is a DRAFT COPY of the agreement your county will be required to execute before the county receiving any allowable reimbursable costs. All documents and instructions concerning the procedures for executing the agreement and returning the documents to TxDOT can be found on the County Transportation Infrastructure Fund Grant Program web page at:

<http://www.txdot.gov/government/funding/county-fund.html>.

If you have any questions please contact your local TxDOT district person designated for this program which can be found enclosed in this packet or on the website.

Sincerely,

James M. Bass  
Interim Executive Director

ENCLOSURE

## OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

Contract # CTIF-01-240  
District # 22  
Code Chart 64 # 50240  
Project: Webb 2014 CTIF Award

STATE OF TEXAS §

COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION  
INFRASTRUCTURE FUND GRANT AGREEMENT**

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

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

**WHEREAS**, The County has submitted its application for the Grant funding from the State and its application was approved; and

**WHEREAS**, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

**WHEREAS**, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

**NOW THEREFORE**, the State and the County agree as follows:

**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 Projects are completed or unless terminated as provided below.

**2. Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.

**3. List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty (30) calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting

Contract # \_\_\_\_\_ CTIF-01-240  
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or completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

**4. Project Sources, Uses of Funds, and Reimbursement.**

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. 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.

**5. Project Responsibilities.** The County is responsible for all aspects of the work constituting this Project or list of projects unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that they have complied with all program requirements and applicable federal, state, and local laws and regulations.

**6. Final Inspection.** The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty (30) days after the inspection is completed.

**7. Right of Way and Real Property Acquisition.** The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.

**8. Suspension.** If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

**9. Termination of this Agreement.** This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, unless the:

- a. Agreement is terminated in writing with the mutual consent of the parties; or
- b. Agreement is terminated because the County has breached the agreement for Failure to Comply as stated in Paragraph 16.

**10. Environmental Permitting and Regulatory Issues.**

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

**11. Compliance with Texas Accessibility Standards and ADA.** The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter 469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written

certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

**12. Project Maintenance.** The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

**13. Historically Underutilized Business (HUB) Program Requirements.** The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

**14. Grant Management Standards.** The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

**15. Certification.**

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

**16. Failure to Comply.**

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three (3) years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty (30) days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

**17. Amendments.** An amendment to this agreement must be in writing and executed jointly by the State and the County.

**18. 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.

**19. 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, addressed to the party at the following addresses:

<b>County:</b>	<b>State:</b>
<u>County Judge</u>	<u>Texas Dept. of Transportation</u>
<u>Webb County</u>	<u>Director - Contract Services Office</u>
<u>1000 Houston Street, 3rd Floor</u>	<u>125 E. 11th Street</u>
<u>Laredo, Texas 78040</u>	<u>Austin, Texas 78701-2483</u>

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in 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 the request shall be honored and carried out by the other party.

**20. Legal Construction.** In case 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.

**21. Responsibilities of the Parties.**

- a. The State and the County 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 County 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 County, its contractors, subcontractors, 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 this 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 County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.
- d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.

Contract # \_\_\_\_\_ CTIF-01-240  
District # \_\_\_\_\_ 22  
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- e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.

**22. 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 County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

**23. Compliance with Laws.** The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, 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 County shall furnish the State with satisfactory proof of this compliance.

**24. 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.

**25. Retention of Records and Inspection.** The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or their duly authorized representatives for verification, review and inspection at its office during the contract period and for three (3) years from the date the final payment is received by the County or until any impending litigation, or claims are resolved.

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

Contract # CTIF-01-240  
District # 22  
Code Chart 64 # 50240  
Project: Webb 2014 CTIF Award

**THIS AGREEMENT IS EXECUTED** by the State and the County in duplicate.

**THE COUNTY**

*Danny Valdez*  
Signature

Danny Valdez, Webb County Judge  
Printed Name and Title

April 28, 2014  
Date

**ATTEST:**

*Margie Ramirez Barra*  
By Margie Ramirez Barra  
Webb County Clerk



**THE STATE OF TEXAS**

*Kenneth Stewart*  
Signature

Kenneth Stewart  
Interim Director of Contract Services  
Texas Department of Transportation

05/29/14  
Date



Contract # CTIF-01-240  
District # 22  
Code Chart 64 # 50240  
Project: Webb 2014 CTIF Award

## **ATTACHMENT A**

### **Resolution or Ordinance**

State of Texas §

County of Webb §

**RESOLUTION  
WEBB COUNTY COMMISSIONERS COURT**

A RESOLUTION OF THE WEBB COUNTY COMMISSIONERS COURT ACKNOWLEDGING THE RECEIPT OF THE NOTICE OF ELIGIBLE GRANT AWARD IN THE AMOUNT OF \$5,592, 743 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO WEBB COUNTY, UNDER THE COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM AND AS CREATED BY SB 1747; AND APPROVING WEBB COUNTY ENTER INTO A GRANT AGREEMENT WITH TxDOT FOR SAID PROGRAM AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE ALL RELEVANT DOCUMENTS ON BEHALF OF WEBB COUNTY.

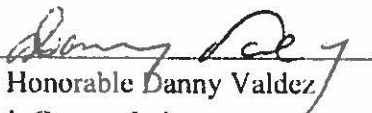
WHEREAS, WEBB COUNTY has been awarded a County Transportation Infrastructure Program Grant from the Texas Department of Transportation to repair and improve oil and gas impacted county roads.

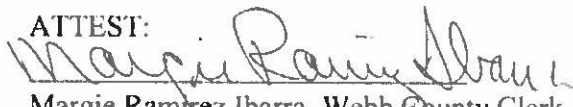
WHEREAS, it is deemed expedient that the County of Webb approve entering into a grant agreement with Texas Department of Transportation and authorizing the County Judge to execute all relevant documents.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS' COURT OF WEBB COUNTY, TEXAS:

That the County of Webb approve executing the County Transportation Infrastructure Grant Agreement and authorize the County Judge to execute all relevant documents.

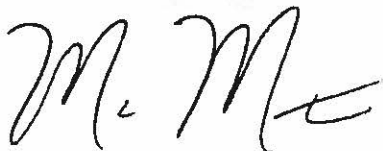
PASSED and APPROVED this 28<sup>th</sup> day of April 2014.

  
The Honorable Danny Valdez  
Webb County Judge

ATTEST:  
  
Margie Ramirez Ibarra, Webb County Clerk



APPROVED AS TO FORM:

A handwritten signature in black ink, consisting of two stylized 'M' characters followed by a horizontal line.

---

Marco A. Montemayor  
Webb County Attorney

\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Contract # CTIF-01-240  
District # 22  
Code Chart 64 # 50240  
Project: Webb 2014 CTIF Award

## ATTACHMENT B

### Amount of Grant Award and Funding Commitments

County of:	<u>Webb</u>
Amount of Grant Funds Awarded by State:	\$ <u>5,592,743</u>
Minimum amount of County Matching Funds*:	\$ <u>621,416</u>

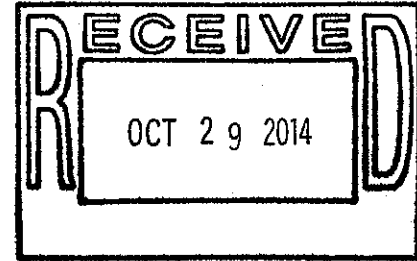
\* The State Share will be 90% for counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.



1817 BOB BULLOCK LOOP | LAREDO, TEXAS 78043 | (956) 712-7400 | WWW.TXDOT.GOV

October 28, 2014

The Honorable Danny Valdez  
Webb County Judge  
1000 Houston Street, 3<sup>rd</sup> Floor  
Laredo, Texas 78040



Re: CTIF Project Priorities List  
Contract No. CTIF-01-240  
Webb County

Dear Judge Valdez:

The Texas Department of Transportation (TxDOT) concurs with the List of Transportation Infrastructure Projects (Prioritized List). Enclosed is the executed list for your records. Updates to the list are required at least semi-annually to allow TxDOT to monitor the county's progress toward completion of projects in accordance with the program rules and terms of the agreement.

Any update to the list will require concurrence from TxDOT. If the list remains unchanged, the county may submit a statement of no material change to the previously submitted list in lieu of an updated version.

Should you have any questions, you may contact Gustavo Elizondo at (956) 712-7462.

Sincerely,

Melisa D. Montemayor  
District Administrator  
Laredo District

/gae

CC: Alberto Ramirez, P.E., TP&D Director



# TEXAS DEPARTMENT OF TRANSPORTATION

## COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM

COUNTY: WEBB

Choose county from drop down menu

### LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

Make sure to prioritize your county's projects and put them in order of most importance to least importance. Total project cost will equal the total grant as reflected in the agreement (including engineering, right-of-way and utility costs, construction, inspection, etc., as applicable.)

TxDOT District: Laredo

Economically Disadvantaged<sup>4</sup>: Yes

Project Priority Number	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE	FUNDING	
	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Estimated Total Project Cost	State Share <sup>1</sup>	County Share
<b>Your County's Prioritized Project List:</b>											
1	Espejo-Gates Rd	At ~ 5.3 miles from HWY 83	Remove and reconstruct existing one lane 12' concrete bridge	Bridge Structure #1	Concrete, one lane	Competitive Bid	11/2014	3/2015	\$ 131,040	\$117,936	\$13,104
2	Espejo-Gates Rd	At ~5.3 miles from HWY 83	Remove and reconstruct existing one lane 12' concrete bridge	Bridge Structure #2	Concrete, one lane	Competitive Bid	11/2014	3/2015	\$ 131,040	\$117,936	\$13,104
3	Espejo-Gates Rd	5 miles from HWY 83	Reconstruct 5 miles of existing road to a 2-lane rural roadway, with base material and a 2-course surface treatment and drainage swales	Rural Roadway	Gravel/ Caliche	Competitive Bid	12/2014	7/2015	\$ 4,013,826	\$3,612,263	\$401,363
4	Eagle Pass Rd	At ~4.9 miles from end of pavement on FM 1472	Remove and reconstruct existing 15' wooden bridge with multiple concrete culverts	Bridge Structure	Wood	Competitive Bid	3/2015	6/2015	\$ 65,520	\$58,968	\$6,552
5	Eagle Pass Rd	At ~ 8 miles from end of pavement on FM1472	Remove and reconstruct existing 15' wooden bridge with multiple concrete culverts	Bridge Structure	Wood	Competitive Bid	1/2015	4/2015	\$ 204,750	\$184,275	\$20,475
6	Eagle Pass Rd	At ~9.4 miles from end of pavement on FM 1472	Remove and reconstruct existing drainage structure to county standards	Drainage Culvert	Caliche	Competitive Bid	11/2015	1/2016	\$ 11,886	\$10,697	\$1,189
7	Alamo-Raices Rd	At ~4.6 from county line	Remove and reconstruct existing 20' wooden bridge with multiple concrete box culverts	Bridge Structure	Wooden	Competitive Bid	8/2015	11/2015	\$ 61,425	\$55,283	\$6,143
8	Galvan Rd	Access to Galvan Rd from HWY 83 and .5 miles at connection with HWY 83	Reconstruct .25 miles of existing road to a 2-lane rural roadway (including reconstruction and improvement of access into Galvan Rd from HWY 83. Roadway construction with base material and a 2-course surface treatment and drainage	Rural Roadway	Gravel/ Caliche	Competitive Bid	1/2015	5/2015	\$ 823,014	\$740,713	\$82,301



# TEXAS DEPARTMENT OF TRANSPORTATION

9	Martineña Rd	From ~3.5 to 4.43 miles from IH 35	Reconstruct .93 miles of existing road to a 2-lane rural roadway, with base material and a 2-course surface treatment and drainage swales	Rural Roadway	Gravel/ Caliche	Competitive Bid	6/2015	10/2015	\$ 751,803	\$676,623	\$75,180
10	Martineña Rd	At ~3.1 miles from IH 35	Rebuild and reconstruct drainage structure to handle storm runoff and heavy truck traffic	Drainage Culvert	Corrugated Metal Pipe with gravel surface	Competitive Bid	1/2015	4/2015	\$ 20,055	\$18,050	\$2,006
11									\$0	\$0	\$0
12									\$0	\$0	\$0
13									\$0	\$0	\$0
<b>Totals for Page 1</b>									<b>\$6,214,159</b>	<b>\$5,592,743</b>	<b>\$621,416</b>
<b>Totals from Page 2 (if applicable)</b>									<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL</b>									<b>\$6,214,159</b>	<b>\$5,592,743</b>	<b>\$621,416</b>

"If your county is an "economically disadvantaged county" as determined by Transportation Code 222.053, the State Share will be 90% of the allowable Total Project Cost. If your county is not "economically disadvantaged," the State Share will be 80%. Upon selection of county name from drop down list, economically disadvantaged status populates automatically. A list of economically disadvantaged counties can be found at <http://ftp.dot.state.tx.us/pub/txdot-info/energy/edc-2014.pdf>.

Grant Award Amount (State Allocation) **\$5,592,743**  
 Verify State Share equals Grant Award Amount **\$0**

Submittal Date: 6-25-14

The state acknowledges and concurs with the information stated herein as of:

10/28/14

Representative Signature: *Danny Valdez*  
 County Authorized Representative Name: Danny Valdez, Webb County Judge

The State of Texas  
 By: *[Signature]*  
 Name: Melisa D. Montemayor  
 Title: District Administrator

# INVOICE

## County Transportation Infrastructure Fund Grant Program

Name of County \_\_\_\_\_

Date \_\_\_\_\_

Billing Period \_\_\_\_\_

Invoice # \_\_\_\_\_

Function Code	Major Cost Function	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)	Reimb. % <sup>2</sup> (C)	AMOUNT REQUESTED FOR REIMBURSEMENT (B) x (C)
901	CETRZ Administration <sup>3</sup>					
907	Project Expenses					
<b>TOTAL</b>						

**1** Invoices to be submitted monthly when charges occur. Submit between the 15<sup>th</sup> and 25<sup>th</sup> of the month for work performed during the previous month(s). Attach to this invoice, complete copies of all paid consultant or contractor invoices and/or force account documentation by project for all allowable work performed and for which reimbursement is requested. County shall retain all invoices and other project documentation for three years after receipt of final payment from TxDOT.

**2** "Economically disadvantaged counties" (as determined by Transportation Code 222.053) are eligible for 90% reimbursement of total allowable costs paid by county. All other counties are eligible for 80% reimbursement of total allowable costs paid by county.

**3** The total CETRZ administrative costs that may be reimbursed cannot exceed 5% of the total grant award for the county, up to a maximum of \$250,000.

On behalf of the county, I hereby certify that the cost and expenses listed above as the Current Billing Period Amount represent work that has been performed in compliance with all terms and conditions of the contract and that all such costs and expenses have been paid, are eligible and allowable, and have not previously been reimbursed to the county.

County Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

----- Do not mark below this line ----- For TxDOT district use only -----

Misc. Contract # \_\_\_\_\_

TxDOT District \_\_\_\_\_

Segment 72 Charge Number	FY	District #	Detail	Object
				383

This invoice and its attachments have been reviewed by district personnel and are hereby approved for payment.

District Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_



# CETRZ ADMINISTRATION BILLING SUMMARY SHEET<sup>1</sup>

## County Transportation Infrastructure Fund Grant Program

Name of County \_\_\_\_\_

Date \_\_\_\_\_

Billing Period \_\_\_\_\_

Invoice # \_\_\_\_\_

Function Code	Major Cost Function	Total Billed including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)
901	CETRZ Administration <sup>2</sup>			

**1** Use one CETRZ Administration Billing Summary Sheet for any CETRZ Administration charges included on an invoice. Attach to this CETRZ Administration Billing Summary Sheet, complete copies of all paid consultant invoices and/or force account documentation for the CETRZ Administration for all allowable work performed and for which reimbursement is requested. When complete, insert the values above on the Function Code 901 (CETRZ) line on the Invoice.

**2** The total CETRZ administrative costs that may be reimbursed cannot exceed 5% of the total grant award for the county, up to a maximum of \$250,000.



# INDIVIDUAL PROJECT BILLING SUMMARY SHEET<sup>1</sup>

## County Transportation Infrastructure Fund Grant Program

Name of County \_\_\_\_\_

Date \_\_\_\_\_

Billing Period \_\_\_\_\_

Invoice # \_\_\_\_\_

Project ID No. (if any)	Project Name or Description	Total Billed including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)

**1** Use one Individual Project Billing Summary Sheet per individual project included on any invoice. Attach to this Individual Project Billing Summary Sheet, complete copies of all paid consultant or contractor invoices and/or force account documentation for the individual project for all allowable work performed and for which reimbursement is requested. When complete, attach this sheet and all backup documentation to the Project Billing Summary Sheet and insert the information entered above on a single line on the Project Billing Summary Sheet.



# County Transportation Infrastructure Fund Grant Program Frequently Asked Questions

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*April 29, 2014*

## **FREQUENTLY ASKED QUESTIONS**

### **County Transportation Infrastructure Fund Grant Program**

#### **A. Deadlines**

**Q: What is the deadline for accepting the grant funding?**

A: The rules do not specify a date by which the agreement must be executed. Counties can begin incurring costs on the date they received their notice of grant award letter. However, they cannot receive reimbursement until they have executed an agreement. They cannot begin construction prior to receiving TxDOT authorization to commence construction on the individual project. TxDOT will not authorize construction until an agreement is signed and the required certifications are received from the county.

**Q: Is there a deadline for completing projects?**

A: There is not a specified deadline for completing projects under this program. Counties must start all projects on their project list within three years of signing the agreement or execute an amendment to their Agreement with TxDOT allowing a reasonable period for the county to start the project after the three years has expired.

**Q: Is it true that TxDOT is going to sweep the project funding for any work that isn't completed 18 months after award?**

A: No. The rules allow the Executive Director to prohibit a county from participating in the program if the county has not complied with one or more material requirements of the rules until such time as the Executive Director determines that the county has complied, or to remove a project from participation in the program if work on the project is not begun within three years after the date of the Agreement or within another reasonable period that is agreed to by TxDOT and the county. Proper notice to the county is required as defined in the rules.

#### **B. Processing Agreement and County Signature Authority**

**Q: Are the terms and conditions of the agreement negotiable?**

A: TxDOT has 191 county programs to oversee. So, it's necessary to have a standard agreement with all counties. For this reason, terms and conditions of the agreement are not negotiable.

**Q: Is there an example resolution for authorizing county employee signature for the program?**

A: No, TxDOT does not have an example resolution. It should be a resolution by the Commissioner's Court approving execution of the Agreement with TxDOT and authorizing a representative of the county to execute the Agreement. It is recommended (but not required) that in the same resolution, the Commissioner's Court authorizes one or more persons to sign invoices, certifications, etc. related to the Agreement. Designating one or more persons to represent the county in signing those items is a required submittal to TxDOT within 30 days of the Agreement being executed.

**Q: What if my county attorney advises me that your agreement template violates statutory indemnification of county governments?**

A: Please notify the TxDOT district point of contact for your county so that we may arrange a teleconference between your county attorney and our attorney responsible for drafting of the standard agreement.

**Q: How does a county create a List of Transportation Infrastructure Projects if there is no combination of projects in the Prioritized Project List submitted by the county in its application that can result in an total project cost that matches the county's award amount from TxDOT plus its matching funds?**

A: The county can accomplish this by reducing the scope or limits of one or more projects (thereby reducing the estimated cost) to meet the total of TxDOT award amount plus the county's matching funds. Once the projects are underway and actual costs are known, the project list can be amended as needed.

**Q: Why does the award amount from TxDOT in the Notice of Award letter not match the amount the county requested?**

A: The County Transportation Infrastructure Fund Grant Program had an allotted dollar amount of \$224.5 million to be distributed amongst eligible county applicants. In early 2014, TxDOT sent a notice to all 254 counties in the state. This letter included an estimated grant allocation amount based on the statutorily required allocation formula, with the assumption that all 254 counties applied for grants and were eligible. The Commission approved a program call for March 7-14, 2014, and the Department received applications from counties for grants under the program. The Department received 191 applications.

Since 191 counties did apply, 63 counties chose not to participate in the program and seek a grant. The 63 counties choosing not to apply originally had an estimated allocation of approximately \$22 million. The adopted rules limited the allocation for each county to the lesser of the amount requested in its application, or its share of the available funds (based upon the statutorily required allocation formula). Therefore, upon receiving no applications from 63 counties, that \$22 million was reallocated amongst the 191 eligible applicant counties in accordance with the rules. This resulted in an average increase of approximately 10 percent to counties that requested more than their original estimated amount (as indicated by TxDOT in early January). It appears that many more counties applied than some might have anticipated, resulting in fewer dollars being available for reallocation amongst grant recipients – and grant awards being only slightly higher (approximately 10 percent average) than the original minimum allocations per county estimated by TxDOT.

**Q: When the counties are ready to execute agreements, what is the process?**

A: The PDF of the Agreement on the website is the final version. It allows information to be typed into the document where appropriate. The county is to prepare the Agreement by inserting the county name on the first page; the county “Notice” information needs to be inserted in paragraph 19; the TxDOT “Notice” information (from TxDOT District Contact List at <http://www.txdot.gov/government/funding/county-fund.html>) needs to be inserted in paragraph 19; the resolution will need to be attached as Attachment A upon approval by Commissioner’s Court; and the county name, grant award amount and county matching fund amount need to be inserted on Attachment B. The county does not need to populate the fields in the top right corner of the agreement pages (Contract #, District #, Code Chart 64 # and project). Upon completion of these items, the county should submit an electronic copy to the TxDOT district contact for review.

To calculate the county matching fund amount, the county should take the grant award amount included in its Notice of Award letter received from TxDOT and divide it by 90 percent (if the county is economically disadvantaged) or 80 percent (if the county is not economically disadvantaged) to calculate the total project costs, then subtract the grant award amount. The list of economically disadvantaged counties is available on the same website. As an example, a county that is not classified as economically disadvantaged received a grant award of \$100,000 from TxDOT. The county matching fund amount will be  $(\$100,000/0.80) - \$100,000 = \$25,000$ . Upon completion of these items, the county should submit an electronic copy to the TxDOT district contact for review.

Upon TxDOT district concurrence with the Agreement, the county may submit the Agreement to Commissioner’s Court for approval and authorization to execute. Upon execution by the county and inclusion of the resolution from Commissioner’s Court as Attachment A, two executed originals of the Agreement should be submitted to the TxDOT district point of contact. Upon receipt, the district will verify the Agreements are complete. When they are ready for TxDOT signature, the two original Agreements should be forwarded to the Contract Services Office (CSO) for review and execution. Upon execution CSO will retain one executed original (as Office of Record) and return the other original to the district. Copies should be retained in the district files and one original forwarded to the county for its files.

**Q: Can a county have multiple signature authorities instead of just one?**

A: Yes, counties may have more than one individual with signature authority.

## C. Consulting/Program Management/Administrative Fees

**Q: Are consulting/engineering costs (including design, environmental, construction management, etc., and overall project management) eligible for reimbursement. If so, where does a county enter consulting fees on the invoicing forms?**

A: Yes. Activities associated with a specific project and allocated as such or those specifically related to administration of the CETRZ are allowable costs. Project delivery tasks should be billed to each applicable project as a project expense. For example, environmental compliance costs should be allocated only to projects that required environmental review. Likewise, consultant assistance in assembling and preparing documentation should be allocated to each individual project rather than across the entire grant.

All project costs (including construction, consulting services, environmental reviews, etc.) should be listed as part of the project costs on the Individual Project Billing Summary Sheet. Counties need to attach to the Individual Project Billing Summary Sheet copies of all paid invoices for construction activities, consultant services, force account documentation and any other costs related to an individual project. Consultant services related to administration of the CETRZ should be included on the CETRZ Administration Billing Summary Sheet. Back-up materials to invoices paid by the county do not need to be included in the submittal to TxDOT. Charges for consulting services or program administration that are not directly allocable to projects or to CETRZ administration are not reimbursable.

Counties are responsible to make sure administrative costs comply with the program requirements and the Uniform Grant Management Standards. The administrative costs for the County Energy Transportation Reinvestment Zone reimbursable costs cannot exceed 5 percent of the total grant award for the county up to a maximum of \$250,000.

**Q: Can a county be reimbursed for consulting/engineering cost incurred prior to the award of the grant?**

A: No. Eligible costs are expenses that are incurred after the grant award notice. Costs incurred in preparation of the grant application, for creation of the CETRZ or for other program activities prior to the grant award date are not eligible even if they are not billed until after the grant award date.

**Q: Counties often rely on outside professional grant managers to handle administrative functions (such as tracking and reporting, invoice/reimbursement requests, force account documentation, environmental review and compliance, labor standards compliance, acquisition/URA, etc. as well as a general requirement that we comply with UGMS and OMB Circular A-87). Assuming state procurement requirements are followed, will costs for these contracted services be eligible for reimbursement?**

A. Counties are required to certify that they are complying with applicable laws and to submit invoices in a standardized format. Since the funds are coming from the state, the UGMS and OMB Circular A-87 apply – it is not a TxDOT-imposed requirement. Any of these services that are provided to accomplish performance of projects should be considered allowable and eligible expenses.

## D. Design Criteria, Etc.

**Q. Does the Design Criteria and Specifications need to be a written policy specific for these projects? Adopting Design Criteria and Specifications can be an involved process possibly requiring an engineer's assistance prior to adoption by Commissioner's Court. Can additional time be granted to complete this beyond the 30 day limit in Certification Form 1?**

A. The county needs to have or adopt written design criteria, specifications and quality assurance standards that apply to these projects. They do not have to be unique standards that only apply to these projects. In many cases, a county already has standards for county roadway construction and maintenance. The intent is not to create a burden on a county to create new design criteria, specifications and/or quality assurance procedures. The intent is to ensure the roadway improvements are done to a minimum standard established by the county. The county may adopt TxDOT standards, an adjacent county's standards, a municipality's standards, AASHTO standards or create its own standards. Its standards need only cover the types of roadway improvements that it

will be making using the County Transportation Infrastructure Fund Grant Program funds. A time extension can be granted to extend the 30-day time period if felt necessary by a county. It is not intended that this requirement should have to delay the ability of a county to commence roadway improvements but that the improvements are done to a minimum standard established by the county prior to starting the work.

## **E. List of Transportation Infrastructure Projects**

**Q: On the start and completion date, can we use start date of May 2014 and completion date of September 2014?**

A: Yes, depending on the project that may be an appropriate timeframe. The proposed schedule should reflect a reasonable estimated start and completion date.

**Q: Can I list projects on the project list by precinct priority instead of county priority?**

A: Counties need to provide to TxDOT a priority list for the entire county not by precinct.

## **F. Completion of Certification Forms**

**Q: If no additional right of way (ROW) is required, no utility relocation is required and there are no environmental permits required for a specific project, can a county pencil in "N/A" rather than check the ROW and other boxes on Certification Forms 2 and 3?**

A: The county must check boxes and cannot indicate N/A. By marking the box, it documents to TxDOT and possible auditors that the county reviewed and appropriately addressed the item for the project. As an example, the item concerning ROW needs to be marked because this is certifying to TxDOT the county has right of entry or owns all the ROW required for performance of the project. This is applicable for property it has owned for years and not just acquiring new property for the project.

The ROW box indicates, "County certifies it has all required right of way or has obtained all necessary right of entry for performance of this project." If it has all the ROW, it can check the box. If it doesn't have the necessary ROW to do the work, TxDOT cannot authorize it to spend state funds on the project.

The Utility box indicates, "County certifies all impacted utilities have been relocated and identified on the plans." If there are no impacted utilities, it can check the box.

The same is true for the next three boxes on Certification Form 2.

Counties must submit a certification form (or multiple forms) for each project with all of the top 5 boxes checked or TxDOT cannot authorize construction to begin.

On the county-performed work and the contracted work areas, counties need to sign:

- Both of the county performed work boxes; or
- All three of the contracted work boxes; or
- County-performed design box and contracted work advertisement for construction and construction contract procurement boxes; or
- Contracted work selection of engineering, etc. and construction documents boxes and county-performed construction box.

If they don't do this for each project, TxDOT is not able to authorize construction. We believe the certification wording is appropriate for all situations for every project.

**Q: Who performs the environmental study and who pays for it?**

A: The county needs to ensure environmental investigations and analyses as appropriate for the specific project have been performed. On some projects no permits or regulatory clearances may be required. TxDOT requires a qualified professional certify that an appropriate amount of environmental effort has been performed. The qualified professional can be a county employee or a consultant hired by the county. It is up to the county to



deem if an individual is a qualified professional for the certification the person will be signing. The county pays for the necessary environmental review and/or activities. These project-related costs are reimbursable under this program.

**Q: What will you do if we don't turn in any Certification Form 3 at the end of the projects (after funding is exhausted)?**

A: The rules allow the Executive Director to prohibit a county from participating in the program if the county has not complied with one or more material requirements of the rules until such time as the Executive Director determines that the county has complied, or to remove a project from participation in the program if work on the project is not begun within three years after the date of the Agreement or within another reasonable period that is agreed to by TxDOT and the county. The rules also state, "if a county commences performance on a transportation infrastructure project but fails to complete the project, the department may seek reimbursement of all grant money received by the county for that project." Providing all certifications indicated on Certification Form 3 is a requirement to complete a project. The department will consider failure to provide the certifications as non-compliance with material requirements, will prohibit the county from participating in the program and will seek reimbursement of all funds previously reimbursed on that particular project. Proper notice to the county is required as defined in the rules.

**Q: Will federal Davis-Bacon labor standards apply for contracted construction work? It is mentioned in UGMS and in state law ([Texas Government Code, Title 10, Chapter 2258](#)) but not singled out for mention in the Draft Procedures or Agreement.**

A: Federal Davis-Bacon labor standards do not apply for contracted construction work under this program since no federal funds are involved. State labor rules and regulations do apply. Texas Government Code, Title 10, Chapter 2258 does apply.

## **G. Materials and Force Account Costs**

**Q: Is it OK to go out for bids on an hourly rate for contractors to do dozer work and then include the resultant cost based on the hourly rate in the project's expense report submitted to TXDOT?**

A: Yes, the expense is only allowable if incurred after the grant award notice. The county billing statements submitted to TxDOT for payment need to be for a specific project that has received TxDOT authorization to commence construction.

**Q: Is it OK to go out for bids on a per mile basis for a contractor to do chip/seal work and then include the resultant cost based on the per mile basis in the project's expense report submitted to TXDOT?**

A: Yes, the expense is only allowable if incurred after the grant award notice. The county billing statements submitted to TxDOT for payment need to be for a specific project that has received TxDOT authorization to commence construction.

**Q: If the 9 miles of chip/seal work was originally listed as multiple projects on the project listing that accompanied our grant application, is it permissible to consolidate these multiple projects into one project on the new project list we will submit after execution of the Agreement? All of the 9 miles are not connected physically.**

A: Yes, simply list as a single project on your List of Transportation Infrastructure Projects (submitted within 30 days after executing the agreement). If they are not connected physically, please include an attachment that indicates the start and end point for each of the sections of improvements within the length of the project.

**Q: A portion of the rock that we use on the above 9 miles of chip/seal is in our inventory. It was purchased months ago and is currently stacked on the ground. Can the cost of this rock in inventory be submitted as an expense for this project, even though it has already been purchased?**

A: No, only expenses incurred after award of grant funds may be reimbursed.

**Q: Does TxDOT have force account labor forms such as the ones I used with FEMA?**

A: No, TxDOT does not have a force account labor form. Counties may use a FEMA form or any other form that summarizes and documents force account work on the project.

**Q: The Texas Rental Rate Blue Book available is only available to us by purchase at \$1,200+ for each volume. Can you get us a copy of the information we need from this book or is there another option?**

A: No. TxDOT cannot provide to the counties Blue Book rates for equipment. Use of the Texas Rental Rate Blue Book is not required. Alternative sources for calculating reasonable equipment rental rates (including approved FEMA rates) are acceptable.

**Q: Can the county purchase equipment through this grant program?**

A: Purchase of equipment is not reimbursable under this program. The intent of the grant funding is for counties to use the allocated funds for the planning, construction, reconstruction and maintenance of transportation infrastructure including roads, bridges and culverts that have experienced degradation caused by the exploration, development or production of oil and gas activities. The term includes work intended to prevent or reduce further damage to a road and the lease or rental of equipment used for road maintenance. New equipment may be purchased by the county using county funds. The purchase is not reimbursable under this program, but its use on projects is reimbursable at appropriate force account rates.

**Q: Can the county use existing procured contracts to purchase materials through this grant program?**

A: The purchase of materials after receipt of grant award notice (used on eligible projects) using existing procured contracts is reimbursable.

**Q: If I'm crushing my own material, how much can I charge the program for reimbursement?**

A: In this situation a county can charge documented costs for the material on a force account basis, which would include labor and equipment used in crushing the material, testing and royalty payments (if included in a written contract between the landowner and the county).

## **H. Invoicing – Documentation/Forms**

**Q: Do we have to attach actual material invoices to the invoice I send to TxDOT for reimbursement? Or just summarize quantity received?**

A: A copy of all project invoices (consultant, contractor, material, etc.) needs to be attached to the Individual Project Billing Summary Sheet. Back-up material provided in the invoices from the provider to the county should be retained in the county's files in case of audit but are not required to be submitted to TxDOT along with reimbursement requests (invoices).

## **I. Authorization to Commence Construction**

**Q: Can we get work authorization for more than one project at a time in the county?**

A: Yes, upon receipt of required certification forms for the program (Form 1) and for each individual project (Form 2), TxDOT can issue authorizations to commence construction on any or all projects (in priority order) on the County's List of Transportation Improvement Projects.

## **J. Projects on State ROW**

**Q: What is meant by the following: “contribute to TxDOT for each transportation infrastructure project located on the state highway system, from the amount awarded to the county from the Fund and the county's matching funds, if applicable, an amount equal to the allowable costs incurred by TxDOT for that project.”**

A: If the county desires to use funds awarded to the county under this program to improve a roadway on the state highway system, the work will be performed by TxDOT and the county will contribute 80 percent of the individual project cost to TxDOT from the funds it has been awarded under this program plus its matching funds equivalent to 20 percent of the cost of the transportation infrastructure project.



# County Transportation Infrastructure Fund Grant Program Implementation Procedures

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*April 1, 2014*

# **POST-AWARD AGREEMENT AND IMPLEMENTATION PROCEDURES**

## **County Transportation Infrastructure Fund Grant Program**

The County Transportation Infrastructure Program must be performed in accordance with all applicable laws, rules and regulations. The Post-Award Agreement and Implementation Procedures were developed to assist each county and TxDOT in achieving full compliance while keeping project development and administration activities at reasonable levels of effort. It is each party's responsibility to fulfill all of its respective obligations under the applicable laws, rules and regulations. Many of the requirements are contained in the Texas Uniform Grant Management Standards, the Texas Transportation Code and the Texas Administrative Code.

### **Synopsis of Applicable Requirements**

Some of the relevant requirements in the laws, rules and regulations are listed below. This list is for informational purposes and is not intended to be all inclusive.

#### **Texas Transportation Code, Chapter 256, Subchapter C:**

"Transportation infrastructure project" means the planning for, administration of, construction of, reconstruction of or maintenance of transportation infrastructure, including roads, bridges and culverts, intended to alleviate degradation caused by the exploration, development or production of oil or gas.

A county that makes a second or subsequent application for a grant from the department under this program must certify all previous grants are being spent in accordance with the previously submitted plan and must provide an accounting of how previous grants were spent, including any amounts spent on administrative costs.

#### **Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter I – Texas Uniform Grant Management Standards (UGMS):**

State agencies are required to adhere to the UGMS when administering grants and other financial assistance agreements with cities, counties and other political subdivisions of the state.

A state agency must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the state, as well as its subgrantees, must be sufficient to:

- (1) Permit preparation of reports required by the UGMS and the statutes authorizing the grant; and
- (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

OMB Circular A-87 applies.

An awarding agency (TxDOT) may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

Grantees or subgrantees must obtain the prior approval of the awarding agency whenever there is any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

No construction is allowed without the prior written approval of the awarding agency (TxDOT).

The standards set forth in the State of Texas Single Audit Circular shall be applied by all state agencies to non-state entities.

The recipient or subrecipient shall maintain internal control over state programs that provides reasonable assurance the auditee is managing state awards in compliance with laws, regulations and the provisions of contracts or grant agreements that could have a material effect on each of its state programs.

State awarding agency (TxDOT) shall monitor the activities of recipients as necessary to ensure state awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and performance goals are achieved.

**Texas Administrative Code, Title 43, Part 1, Chapter 15, Subchapter 0:**

Before receiving a grant from the County Transportation Infrastructure Fund (Fund), a county must enter into an agreement with the department (TxDOT) that includes a commitment by the county to:

- (1) place the transportation infrastructure project on the county road system, if it is a county road not already on the system;
- (2) expend grant money received only on allowable costs;
- (3) comply with all applicable federal, state and local environmental laws and regulations and permitting requirements;
- (4) maintain the road after completion of the proposed work, if it is a county road; and
- (5) contribute to TxDOT for each transportation infrastructure project located on the state highway system, from the amount awarded to the county from the Fund and the county's matching funds, if applicable, an amount equal to the allowable costs incurred by TxDOT for that project.

Any amendment to the agreement must be in writing and executed jointly by the TxDOT executive director and the county.

A county may add a transportation infrastructure project to the prioritized list, or a project on the list may be moved forward or backward in priority, if the county submits to TxDOT the requested revision (containing required information for any added project).

A county may receive money from the Fund only as reimbursement of allowable costs related to the transportation infrastructure projects. Allowable costs are the necessary project-related expenditures properly attributable to the work performed and may include a portion or all of the administrative costs of a county energy transportation reinvestment zone.

The county must request reimbursement using the forms and procedures specified by TxDOT. Upon the request of a county, TxDOT will make intermediate reimbursements not more often than monthly.

Reimbursement will be made in accordance with generally accepted cost accounting practices on the basis of direct and related indirect costs incurred after TxDOT makes the grant award.

All county cost records and accounts relating to a project receiving money from the Fund are subject to audit by representatives of TxDOT and other entities of the state of Texas and, if applicable, the federal government, for a period of three years after the date that final payment is received by the county.

Within 60 days after the date of completion of a listed transportation infrastructure project, a county receiving a grant from the Fund must submit a written certification that it has complied with the requirements of this subchapter, including a certification that the project has been constructed in accordance with the applicable requirements. The certification must describe the allowable costs for the project and the amount reimbursed from the Fund.

If allocated funds remain after reimbursement of all of a county's listed transportation infrastructure projects, the county may use the unexpended balance for any transportation project in the county if, within one year after the date of submission of the written certification, the county submits in writing to TxDOT a proposed amendment to the agreement identifying the additional project and containing the required information for that project, and TxDOT and the county execute the proposed amendment.

If a county commences performance on a transportation infrastructure project but fails to complete the project, TxDOT may seek reimbursement of all grant money received by the county for that project.

## **Program Procedures**

### **Agreement**

Attached to these implementation procedures is a sample County Transportation Infrastructure Fund Grant Agreement. This is the standard agreement that will need to be executed by TxDOT and each county receiving a grant award.

### **List of Transportation Infrastructure Projects**

Upon receipt of notice of funding award from TxDOT, each county is responsible to review the list of projects submitted with its application and create a List of Transportation Infrastructure Projects. This list will prioritize the projects to be performed with the estimated cost matching the amount of award from TxDOT. This list is to be provided to TxDOT within 30 days of execution of the agreement. It will include an estimated month and year for starting construction and completing construction and the estimated project cost for each funded project. The priority, month or year for construction of each project can be modified at any time by the county and submitted to TxDOT as an updated List of Transportation Infrastructure Projects. Projects can also be added or deleted by updates to the List of Transportation Infrastructure Projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the original application. Any update to a List of Transportation Infrastructure Projects will require written concurrence from TxDOT.

Updates are required at least semi-annually to allow TxDOT to monitor the county's progress toward completing all projects in accordance with the program rules and terms of the agreement. If the List of Transportation Infrastructure Projects remains unchanged from the most recent, previously submitted List of Transportation Infrastructure Projects, the county may submit a statement of no material change to the previous version.

### **Certification Forms**

TxDOT developed standard certification forms to simplify county reporting requirements to TxDOT. Attached to these implementation procedures are three certification forms. Each is based upon the time during project development that the certifications are required.

Certification Form 1 identifies items the county must certify to TxDOT within 30 days after execution of the agreement with TxDOT. This includes:

- Designation of who is authorized to sign project-related documents on behalf of the county;
- Certification that the county has adopted design standards, specifications and quality assurance requirements for projects to be performed under this program;
- The initial List of Transportation Infrastructure Projects; and
- Certification that reimbursement requests will be prepared following generally accepted cost account practices and the Texas Uniform Grant Management Standards.

Certification Form 1 is also formatted to be used as a transmittal form for:

- Reimbursement requests;

- Schedule updates; and
- Statement of no material change to previously submitted schedule.

Certification Form 2 includes certifications that must be provided prior to the county starting construction on each individual project identified on its List of Transportation Infrastructure Projects. These certifications include:

- Acquisition of right of way and real property acquisition;
- Relocation of utilities;
- Environmental permitting and regulatory issues;
- Compliance with Texas Accessibility Standards and ADA;
- Material testing;
- For county-performed work:
  - Self-performed design;
  - Self-performed construction;
- For contracted work:
  - Selection of engineering, architectural and surveying consultants;
  - Construction documents;
  - Advertisement for construction work; and
  - Construction contract procurement.

Certification Form 3 includes certifications that must be provided upon completion of construction on each individual project. Within 30 days of project acceptance, the county must provide:

- Documentation of construction acceptance by the county.

Within 60 days of project acceptance the county must provide:

- Certification project is on the county road system and commitment to maintenance;
- Environmental compliance;
- Compliance with Texas Accessibility Standards and ADA;
- Historically Underutilized Business (HUB) program requirements;
- Compliance with laws;
- Certification of completion;
- Project documentation/records;
- For county-performed work:
  - Compliance with standards;
- For contracted work:
  - Registered professional engineer certification; and
  - Construction contract procurement.

Further information on each item is provided on the certification forms. The intent of the forms is to allow the counties to certify to TxDOT that they are in compliance with the required laws, rules and regulations as an alternative to TxDOT needing to provide interim reviews of project records and documentation throughout performance of each individual project. All county cost records and accounts relating to a project receiving money from the Fund are still subject to audit by representatives of TxDOT and other entities of the state of Texas and, if applicable, the federal government, for a period of three years after the date that final payment is received by the county.

### **Approval to Commence Construction**

The UGMS states, “No construction is allowed without the prior written approval of the awarding agency.” Attached is the TxDOT Approval to Commence Construction form. Upon verification of receipt of each of the county certifications included on Certification Form 2 for each individual project, an authorized representative for TxDOT will be able to approve the county to begin construction on that project.

## **Invoicing/Reimbursement Requests**

Counties are allowed to submit reimbursement requests no more frequently than once per month. Counties are not required to submit invoices on a monthly basis but are strongly encouraged to submit reimbursement requests each month work is performed. This will facilitate efficient TxDOT review of requests and verification of work performed.

Attached are the following reimbursement request forms:

- Invoice;
- CETRZ Administration Billing Summary Sheet;
- Project Billing Summary Sheet; and
- Individual Project Billing Summary Sheet.

These forms should be included in each reimbursement request to standardize the submittal and approval process. In billing periods when reimbursable expenses for CETRZ administration are allowable, the CETRZ Administration Billing Summary Sheet should be used. Copies of all paid consultant invoices and/or force account documentation for CETRZ administration should be attached behind the summary sheet. The information from this sheet should be entered on the Function Code 901 (CETRZ Administration) line on the Invoice.

An Individual Project Billing Summary Sheet should be completed for work performed on each individual project during the billing period. Copies of all paid consultant or contractor invoices and/or force account documentation for the individual project should be attached behind the summary sheet. The information from each Individual Project Billing Summary Sheet should be entered on a single line on the Project Billing Summary Sheet. When information from all individual projects on the current reimbursement request are listed on the Project Billing Summary Sheet, its total should be entered on the Function Code 907 (Project Expenses) line on the Invoice.

By signing the Invoice form, the county representative is certifying that all costs submitted with that invoice have been paid, are eligible and allowable, and have not previously been reimbursed to the county. During the reimbursement request process, the county is not required to provide any other proof of payment than its county representative's signature on the Invoice. However, during project audits the county is expected to provide records documenting that payments for billed expenses were made prior to reimbursement submission. Eligibility, allowability and confirmation that invoiced costs were not previously reimbursed are also subject to verification during audit.

The program rules require TxDOT to pay the county within 30 days of receiving an acceptable invoice. In order to assure this is accomplished, counties are encouraged to thoroughly review their proposed reimbursement requests prior to submittal to ensure they are complete and accurate. Since there are numerous demands on TxDOT district resources distributed throughout the month and in some districts there will be a dozen or more counties participating in the program, it is essential to create a consistent and efficient process for receipt of invoices, verification of work performed and review/approval of invoices. To accomplish this, all counties should submit their invoices/reimbursement requests to their designated TxDOT representative between the 15<sup>th</sup> and 25<sup>th</sup> day of the month for work performed during the previous billing period. If an invoice is received outside of this submittal window, it will be held until the 15<sup>th</sup> of the next month.





# County Transportation Infrastructure Fund Grant Program Agreement

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Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF TRAVIS §

## COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT AGREEMENT

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

### WITNESSETH

**WHEREAS**, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

**WHEREAS**, The County has submitted its application for the Grant funding from the State and its application was approved; and

**WHEREAS**, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

**WHEREAS**, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

**NOW THEREFORE**, the State and the County agree as follows:

### 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 Projects are completed or unless terminated as provided below.

**2. Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.

**3. List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty (30) calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

or completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

#### **4. Project Sources, Uses of Funds, and Reimbursement.**

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. 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.

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

**5. Project Responsibilities.** The County is responsible for all aspects of the work constituting this Project or list of projects unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that they have complied with all program requirements and applicable federal, state, and local laws and regulations.

**6. Final Inspection.** The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty (30) days after the inspection is completed.

**7. Right of Way and Real Property Acquisition.** The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.

**8. Suspension.** If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

**9. Termination of this Agreement.** This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, unless the:

- a. Agreement is terminated in writing with the mutual consent of the parties; or
- b. Agreement is terminated because the County has breached the agreement for Failure to Comply as stated in Paragraph 16.

**10. Environmental Permitting and Regulatory Issues.**

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

**11. Compliance with Texas Accessibility Standards and ADA.** The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter 469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

**12. Project Maintenance.** The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

**13. Historically Underutilized Business (HUB) Program Requirements.** The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

**14. Grant Management Standards.** The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

**15. Certification.**

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

**16. Failure to Comply.**

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three (3) years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty (30) days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

**17. Amendments.** An amendment to this agreement must be in writing and executed jointly by the State and the County.

**18. 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.

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

**19. 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, addressed to the party at the following addresses:

<b>County:</b>	<b>State:</b>
_____	_____
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in 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 the request shall be honored and carried out by the other party.

**20. Legal Construction.** In case 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.

**21. Responsibilities of the Parties.**

- a. The State and the County 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 County 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 County, its contractors, subcontractors, 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 this 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 County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.
- d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

- e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.

**22. 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 County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

**23. Compliance with Laws.** The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, 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 County shall furnish the State with satisfactory proof of this compliance.

**24. 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.

**25. Retention of Records and Inspection.** The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or their duly authorized representatives for verification, review and inspection at its office during the contract period and for three (3) years from the date the final payment is received by the County or until any impending litigation, or claims are resolved.

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

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

**THIS AGREEMENT IS EXECUTED** by the State and the County in duplicate.

**THE COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT A**  
**Resolution or Ordinance**

## ATTACHMENT B

### Amount of Grant Award and Funding Commitments

County of: \_\_\_\_\_

Amount of Grant Funds Awarded by State: \_\_\_\_\_

Minimum amount of County Matching Funds\*: \_\_\_\_\_

\* The State Share will be 90% for counties determined to be “economically disadvantaged” by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for counties not determined to be “economically disadvantaged” by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.



# County Transportation Infrastructure Fund Grant Program County List of Projects

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# TEXAS DEPARTMENT OF TRANSPORTATION

## COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM

### LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

Make sure to prioritize your county's projects and put them in order of most importance to least importance. Total project cost will equal the total grant as reflected in the agreement (including engineering, right-of-way and utility costs, construction, inspection, etc., as applicable.)

COUNTY: \_\_\_\_\_  
 TxDOT DISTRICT: \_\_\_\_\_

Project Priority Number	PROJECT INFORMATION		EXISTING ROADWAY		IMPLEMENTATION SCHEDULE		ESTIMATE		FUNDING	
	Roadway Name or Designation	Project Limits	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Estimated Total Project Cost	State Share <sup>1</sup>	County Share
1								\$	\$	\$
2								\$	\$	\$
3								\$	\$	\$
4								\$	\$	\$
5								\$	\$	\$
6								\$	\$	\$
7								\$	\$	\$
8								\$	\$	\$
9								\$	\$	\$
10								\$	\$	\$
11								\$	\$	\$
12								\$	\$	\$
13								\$	\$	\$
							<b>Total</b>	\$	\$	\$

Your County's Prioritized Project List:

<sup>1</sup>If your county is an "economically disadvantaged county" as determined by Transportation Code 222.053, the State Share will be 90% of the allowable Total Project Cost. If your county is not "economically disadvantaged," the State Share will be 80%. A list of economically disadvantaged counties can be found at <http://ftp.dot.state.tx.us/pub/txdot-info/energy/edc-2014.pdf>.

The state acknowledges and concurs with the information stated herein as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The State of Texas

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



# County Transportation Infrastructure Fund Grant Program County Certification Forms

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County Name \_\_\_\_\_

## CERTIFICATION FORM 1

### County Transportation Infrastructure Fund Grant Program

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

#### Within 30 Days after Execution of Grant Agreement with TxDOT

- County Signature Authority** — County Commissioners Court has adopted the attached resolution authorizing county employee(s) signature authority for this program. (attach resolution)
- Define Design Criteria and Specifications** — County certifies design standards, specifications and quality assurance requirements have been adopted for projects under this program. (no attachment required)
- List of Transportation Infrastructure Projects** — County has developed the attached List of Transportation Infrastructure Projects for all projects to be performed with the funds awarded. (attach List of Transportation Infrastructure Projects)
- Reimbursement of Funds** — County certifies reimbursement requests under this program will be prepared following generally accepted cost accounting practices and the Texas Uniform Grant Management Standards. (no attachment required)

#### Periodic Requirements

##### *Reimbursement Requests (Monthly when charges occur):*

- Billing** — County shall submit billing statements including certification of work performed and copies of all paid invoices and/or force account documentation for eligible and not previously submitted expenses. (attach billing statement)

##### *Schedule Updates (No less than semi-annually):*

- List of Transportation Infrastructure Projects** — County has developed an update to the List of Transportation Infrastructure Projects for all projects reflecting the current estimated development timeline for all funded projects. (attach updated List of Transportation Infrastructure Projects)
- List of Transportation Infrastructure Projects** — There are no material changes to the most recently submitted List of Transportation Infrastructure Projects. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_

**Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT.**

County Name \_\_\_\_\_

Project Name \_\_\_\_\_

## CERTIFICATION FORM 2

### County Transportation Infrastructure Fund Grant Program

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

#### Prior to Starting Construction on a Project

- Acquisition of Right of Way and Real Property Acquisition** — County certifies it has all required right of way or has obtained all necessary right of entry for performance of this project. County also certifies all right of way acquired for this project since award of County Transportation Infrastructure Fund Grant has been in accordance with applicable requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A., Section 4601 et seq. (no attachment required)
- Relocation of Utilities** — County certifies all impacted utilities have been relocated and identified on the plans. (no attachment required)
- Environmental Permitting and Regulatory Issues** — County has obtained written certification by a qualified professional that an appropriate level of environmental investigation and analysis has been performed for this project, all identified environmental problems have been remediated, and all required permits and clearances from appropriate regulatory agencies have been obtained. (attach certification)
- Compliance with Texas Accessibility Standards and ADA** — County certifies the plans for the transportation infrastructure project are in compliance with applicable Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469. TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act, Title 42 U.S.C., Section 12101 et seq. (no attachment required)
- Material Testing** — County certifies it will follow adopted quality assurance requirements during construction. (no attachment required)

#### County-Performed Work

- Self-performed Design** — County certifies no engineering, architectural or surveying consultants have been or will be used in performance of this project. (no attachment required)
- Self-performed Construction** — County certifies all maintenance and construction work on this project will be performed with county personnel and work will be performed in accordance with adopted design standards, specifications and quality assurance requirements. (no attachment required)

#### Contracted Work

- Selection of Engineering, Architectural and Surveying Consultants** — County certifies procurement of engineering, architectural and surveying consultants have followed and will follow applicable state qualifications-based selection procedures. (no attachment required)
- Construction Documents** — County has obtained written certification from a Texas Registered Professional Engineer that the construction documents were developed using the selected/adopted design criteria and specifications. (attach certification)
- Advertisement for Construction Work** — County certifies it has followed and will follow state-required advertisement laws and regulations applicable to construction projects. (no attachment required)
- Construction Contract Procurement** — County certifies it has followed and will follow state laws and regulations applicable to procurement and selection of a construction contractor for this project. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_

**Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT.**

County Name \_\_\_\_\_

Project Name \_\_\_\_\_

## CERTIFICATION FORM 3

### County Transportation Infrastructure Fund Grant Program

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

#### Upon Acceptance of Construction on a Project

##### *Within 30 days of project acceptance:*

- Construction Acceptance by the County** — County certifies it has accepted construction work. (attach county acceptance letter to the contractor or written statement by authorized county representative that project has been completed by county forces)

##### *Within 60 days of project acceptance:*

- County Road System and Project Maintenance** — County certifies the completed project is part of the county road system and it will maintain this transportation infrastructure improvement. (no attachment required)
- Environmental Compliance** — County certifies all identified environmental laws, regulations and permit requirements have been followed and the project was constructed in environmental regulatory conformance. (no attachment required)
- Compliance with Texas Accessibility Standards and ADA** — County certifies the construction of the transportation infrastructure project is in compliance with applicable Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469 . (no attachment required)
- Historically Underutilized Business (HUB) Program Requirements** — County certifies all applicable requirements of the Comptroller of Public Accounts' HUB Program have been followed. (no attachment required)
- Compliance with Laws** — County certifies it has complied with applicable federal, state and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the applicable orders and decrees of any courts or administrative bodies. (no attachment required)
- Certification of Completion** — County certifies the attached summary of allowable costs and amounts reimbursed from the fund complies with the applicable requirements of Title 43, Texas Administrative Code, Subchapter O and the Texas Uniform Grant Management Standards. (attach summary)
- Project Documentation/Records** — County certifies it will retain all project-related documents and records related to this project for three years from its receipt of final payment from TxDOT. (no attachment required)

##### **County Performed Work**

- Compliance with Standards** — County certifies the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (no attachment required)

##### **Contracted Work**

- Registered Professional Engineer Certification** — County has obtained written certification from a Texas Registered Professional Engineer that the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (attach certification)
- Construction Contract Procurement** — County certifies it has followed required state laws and regulations applicable to procurement and selection of the construction contractor for this project. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_





County Transportation  
Infrastructure Fund Grant  
Program  
Approval to Commence  
Construction

---

County Name \_\_\_\_\_ Project Name \_\_\_\_\_

**TXDOT APPROVAL TO COMMENCE CONSTRUCTION**  
**County Transportation Infrastructure Fund Grant Program**

Based on the certifications and representations by the county to TxDOT, the requirements listed below for the transportation infrastructure project identified above have been completed by the county in accordance with the terms and conditions of the grant agreement.

Received	Not Applicable	Certification Received	Date Received
<b>Applicable for All Projects</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition of right of way and real property acquisition	
<input type="checkbox"/>	<input type="checkbox"/>	Relocation of utilities	
<input type="checkbox"/>	<input type="checkbox"/>	Environmental permitting and regulatory issues	
<input type="checkbox"/>	<input type="checkbox"/>	Compliance with Texas Accessibility Standards and ADA	
<input type="checkbox"/>	<input type="checkbox"/>	Material testing	
<b>Applicable for County-Performed Work</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Self-performed design	
<input type="checkbox"/>	<input type="checkbox"/>	Self-performed construction	
<b>Applicable for Contracted Work</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Selection of engineering, architectural and surveying consultants	
<input type="checkbox"/>	<input type="checkbox"/>	Construction documents	
<input type="checkbox"/>	<input type="checkbox"/>	Advertisement for construction work	
<input type="checkbox"/>	<input type="checkbox"/>	Construction contract procurement	

**TxDOT hereby grants its approval for the county to proceed with construction of the project.**

TxDOT Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

TxDOT Auth. Rep. Printed Name \_\_\_\_\_ Title \_\_\_\_\_



# County Transportation Infrastructure Fund Grant Program County Invoicing Forms

---

# INVOICE

## County Transportation Infrastructure Fund Grant Program

Name of County \_\_\_\_\_

Date \_\_\_\_\_

Billing Period \_\_\_\_\_

Invoice # \_\_\_\_\_

Function Code	Major Cost Function	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)	Reimb. % <sup>2</sup> (C)	AMOUNT REQUESTED FOR REIMBURSEMENT (B) x (C)
901	CETRZ Administration <sup>3</sup>					
907	Project Expenses					
<b>TOTAL</b>						

**1** Invoices to be submitted monthly when charges occur. Submit between the 15<sup>th</sup> and 25<sup>th</sup> of the month for work performed during the previous month(s). Attach to this invoice, complete copies of all paid consultant or contractor invoices and/or force account documentation by project for all allowable work performed and for which reimbursement is requested. County shall retain all invoices and other project documentation for three years after receipt of final payment from TxDOT.

**2** "Economically disadvantaged counties" (as determined by Transportation Code 222.053) are eligible for 90% reimbursement of total allowable costs paid by county. All other counties are eligible for 80% reimbursement of total allowable costs paid by county.

**3** The total CETRZ administrative costs that may be reimbursed cannot exceed 5% of the total grant award for the county, up to a maximum of \$250,000.

On behalf of the county, I hereby certify that the cost and expenses listed above as the Current Billing Period Amount represent work that has been performed in compliance with all terms and conditions of the contract and that all such costs and expenses have been paid, are eligible and allowable, and have not previously been reimbursed to the county.

County Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

----- Do not mark below this line ----- For TxDOT district use only -----

Misc. Contract # \_\_\_\_\_

TxDOT District \_\_\_\_\_

Segment 72 Charge Number	FY	District #	Detail	Object
				383

This invoice and its attachments have been reviewed by district personnel and are hereby approved for payment.

District Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# CETRZ ADMINISTRATION BILLING SUMMARY SHEET<sup>1</sup>

## County Transportation Infrastructure Fund Grant Program

Name of County \_\_\_\_\_

Date \_\_\_\_\_

Billing Period \_\_\_\_\_

Invoice # \_\_\_\_\_

Function Code	Major Cost Function	Total Billed including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)
901	CETRZ Administration <sup>2</sup>			

**1** Use one CETRZ Administration Billing Summary Sheet for any CETRZ Administration charges included on an invoice. Attach to this CETRZ Administration Billing Summary Sheet, complete copies of all paid consultant invoices and/or force account documentation for the CETRZ Administration for all allowable work performed and for which reimbursement is requested. When complete, insert the values above on the Function Code 901 (CETRZ) line on the Invoice.

**2** The total CETRZ administrative costs that may be reimbursed cannot exceed 5% of the total grant award for the county, up to a maximum of \$250,000.



# INDIVIDUAL PROJECT BILLING SUMMARY SHEET<sup>1</sup>

## County Transportation Infrastructure Fund Grant Program

Name of County \_\_\_\_\_

Date \_\_\_\_\_

Billing Period \_\_\_\_\_

Invoice # \_\_\_\_\_

<b>Project ID No. (if any)</b>	<b>Project Name or Description</b>	<b>Total Billed including Current Billing Period (A) + (B)</b>	<b>Total Previously Billed Amount (A)</b>	<b>Current Billing Period Amount <sup>1</sup> (B)</b>

**1** Use one Individual Project Billing Summary Sheet per individual project included on any invoice. Attach to this Individual Project Billing Summary Sheet, complete copies of all paid consultant or contractor invoices and/or force account documentation for the individual project for all allowable work performed and for which reimbursement is requested. When complete, attach this sheet and all backup documentation to the Project Billing Summary Sheet and insert the information entered above on a single line on the Project Billing Summary Sheet.



County Transportation Infrastructure Fund Grant Program

Item	Not Applicable	Date of Certification/ Resolution	Task Completion Verified By TxDOT (insert name below):	H 8CHDate Verified	Remarks/Comments
<b>County Program Requirements - Certification Form 1</b>					
<b>Within 30 Days after Execution of Grant Agreement</b>					
Commissioners Court resolution of signature authority	<input type="checkbox"/>				
Certification of adopting design standards, specifications and quality assurance requirements	<input type="checkbox"/>				
Initial List of Transportation Infrastructure Projects with estimated start month, completion month and estimated cost	<input type="checkbox"/>				
Certification reimbursement requests will follow accounting and Texas UGMS requirements	<input type="checkbox"/>				
<b>Periodic Requirements</b>					
Billing statements submitted monthly when charges occur	<input type="checkbox"/>				
Updates to List of Transportation Infrastructure Projects or notice of no material changes submitted at least semiannually	<input type="checkbox"/>				





**County Transportation Infrastructure Fund Grant Program**

Item	Not Applicable	Date of Certification/ Resolution	Task Completion Verified By TxDOT (insert name below):	TxDOT Date Verified	Remarks/Comments
<b>County Individual Project Requirements</b>					
<b>Prior to Starting Construction - Certification Form 2</b>					
Certification that right of entry or right of way acquired for performance of project and followed Uniform Act	<input type="checkbox"/>				
Certification that all impacted utilities have been relocated and identified on plans	<input type="checkbox"/>				
Certification by qualified professional that environmental problems are remediated and all permits and clearances obtained	<input type="checkbox"/>				
Certification plans comply with applicable TAS and ADA requirements	<input type="checkbox"/>				
<b>County Performed Work</b>					
Certification that no engineering, architectural, or surveying consultants used	<input type="checkbox"/>				
Certification that all maintenance and construction work will be performed by county personnel in accordance with adopted design standards, specifications and quality assurance requirements	<input type="checkbox"/>				
<b>Contracted Work</b>					
Certification that procurement of engineering, architectural or surveying consultants followed applicable state qualifications-based selection procedures	<input type="checkbox"/>				
Certification from P.E. that bid documents prepared using adopted design criteria and specifications	<input type="checkbox"/>				
Certification that applicable state-required advertisement requirements have been followed	<input type="checkbox"/>				
Certification that applicable state laws and regulations for procurement and selection of contractor will be followed	<input type="checkbox"/>				
Certification that adopted quality assurance requirements will be followed during construction	<input type="checkbox"/>				
<b>District Approval</b>					
Written approval to proceed with construction of this project provided by district to county	<input type="checkbox"/>				
<b>Upon County Acceptance of Construction on a Project - Certification Form 3</b>					
<b>Within 30 days</b>					
Certification that county has accepted/completed construction work on this project submitted to district	<input type="checkbox"/>				
<b>Within 60 days</b>					
Certification that project is on county road system and county will maintain this transportation infrastructure improvement	<input type="checkbox"/>				
Certification by qualified professional that all identified environmental laws, regulations and permit requirements were followed	<input type="checkbox"/>				
Certification of compliance with TAS and ADA requirements	<input type="checkbox"/>				
Certification of compliance with applicable requirements of Texas Comptroller of Public Accounts' HUB Program	<input type="checkbox"/>				
Certification of compliance with applicable federal, state and local laws, etc.	<input type="checkbox"/>				
Certification that Summary of Allowable Costs and amounts reimbursed comply with applicable requirements of Texas Uniform Grant Management Standards	<input type="checkbox"/>				
Certification to maintain all project documentation/records for 3 years after receipt of final payment from TxDOT	<input type="checkbox"/>				
<b>County Performed Work</b>					
Certification that project in substantial compliance in accordance with plans, specifications and quality assurance requirements	<input type="checkbox"/>				
<b>Contracted Work</b>					
Certification by P.E. that project was constructed in substantial compliance with plans, specifications and quality assurance requirements	<input type="checkbox"/>				
Certification that procurement and selection of contractor followed applicable state laws and regulations	<input type="checkbox"/>				

# INVOICE

## County Transportation Infrastructure Fund Grant Program

Name of County XYZ County

Date July 15, 2014

Billing Period June 1 - June 28, 2014

Invoice # CTIF - 1

Function Code	Major Cost Function	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)	Reimb. % <sup>2</sup> (C)	AMOUNT REQUESTED FOR REIMBURSEMENT (B) x (C)
901	CETRZ Administration <sup>3</sup>	\$ 562.32	\$ 0.00	\$ 562.32	80	\$ 449.86
907	Project Expenses	\$ 143,552.16	\$ 0.00	\$ 143,552.16	80	\$ 114,841.70
<b>TOTAL</b>		<b>\$ 144,114.48</b>	<b>\$ 0.00</b>	<b>\$ 144,114.48</b>		<b>\$ 115,291.56</b>

**1** Invoices to be submitted monthly when charges occur. Submit between the 15<sup>th</sup> and 25<sup>th</sup> of the month for work performed during the previous month(s). Attach to this invoice, complete copies of all paid consultant or contractor invoices and/or force account documentation by project for all allowable work performed and for which reimbursement is requested. County shall retain all invoices and other project documentation for three years after receipt of final payment from TxDOT.

**2** "Economically disadvantaged counties" (as determined by Transportation Code 222.053) are eligible for 90% reimbursement of total allowable costs paid by county. All other counties are eligible for 80% reimbursement of total allowable costs paid by county.

**3** The total CETRZ administrative costs that may be reimbursed cannot exceed 5% of the total grant award for the county, up to a maximum of \$250,000.

On behalf of the county, I hereby certify that the cost and expenses listed above as the Current Billing Period Amount represent work that has been performed in compliance with all terms and conditions of the contract and that all such costs and expenses have been paid, are eligible and allowable, and have not previously been reimbursed to the county.

County Signature 

Date July 8, 2014

Printed Name Tom Jones

Title County Judge

----- Do not mark below this line ----- For TxDOT district use only -----

Misc. Contract # \_\_\_\_\_

TxDOT District \_\_\_\_\_

Segment 72 Charge Number	FY	District #	Detail	Object
				383

This invoice and its attachments have been reviewed by district personnel and are hereby approved for payment.

District Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# CETZ ADMINISTRATION BILLING SUMMARY SHEET<sup>1</sup>

## County Transportation Infrastructure Fund Grant Program

Name of County XYZ County

Date July 15, 2014

Billing Period June 1 - June 8, 2014

Invoice # CTIF - 1

Function Code	Major Cost Function	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)
901	CETZ Administration <sup>2</sup>	\$ 562.32	\$ 0.00	\$ 562.32

**1** Use one CETZ Administration Billing Summary Sheet for any CETZ Administration charges included on an invoice. Attach to this CETZ Administration Billing Summary Sheet, complete copies of all paid consultant invoices and/or force account documentation for the CETZ Administration for all allowable work performed and for which reimbursement is requested. When complete, insert the values above on the Function Code 901 (CETZ) line on the Invoice.

**2** The total CETZ administrative costs that may be reimbursed cannot exceed 5% of the total grant award for the county, up to a maximum of \$250,000.

# XYZ County Force Account Labor Summary

Project Name  
Project Number

CETRZ Administration  
CTIF-01-255

Period Covered  
Page

June 1 - June 28, 2014  
1/1

Description of Work Performed Setting up files for CETRZ and reviewing prel. appraisal values vs. property values upon creation of CETRZ

Name	Job Title		Hours This Period	Hourly Rate	Benefit Rate/Hr.	Total Hourly Rate	AMOUNT
Employee X	County Judge	Reg.	3	50.00	16.00	66.00	\$ 198.00
		O.T.				-	\$ -
Employee Y	Accounting Clerk III	Reg.	12	23.00	7.36	30.36	\$ 364.32
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
<b>TOTAL</b>							<b>\$ 562.32</b>

I certify that the information above was obtained from payroll records or other documents that are available for audit.

Jane Doe  
Name

*Jane Doe*  
Signature

8-Jul-14  
Date

County Auditor  
Title

**PROJECT BILLING SUMMARY SHEET<sup>1</sup>**  
**County Transportation Infrastructure Fund Grant Program**

Name of County XYZ County

Date July 15, 2014

Billing Period June 1 - June 28, 2014

Invoice # CTIF - 1

Project ID No. (If any)	Project Name or Description	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)
1	CR 100 from US 18 to CR 101	\$ 59,125.70	\$ 0.00	\$ 59,125.70
2	CR 1 from SH 27 to CR 2	\$ 54,347.12	\$ 0.00	\$ 54,347.12
3	CR 27 from CR 11 to Dry Wash	\$ 30,079.34	\$ 0.00	\$ 30,079.34
<b>Totals</b>		\$ 143,552.16	\$ 0.00	\$ 143,552.16

<sup>1</sup> Use one Project Billing Summary Sheet per invoice. Attach to this Project Billing Summary Sheet, an Individual Project Summary Billing Sheet for each project with allowable work performed and for which reimbursement is requested. When complete, insert the totals above on the Function Code 907 (Project Expenses) line on the Invoice.

**INDIVIDUAL PROJECT BILLING SUMMARY SHEET<sup>1</sup>**  
**County Transportation Infrastructure Fund Grant Program**

Name of County XYZ County

Date July 15, 2014

Billing Period June 1 - June 28, 2014

Invoice # CTIF - 1

Project ID No. (If any)	Project Name or Description	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)
1	CR 100 from US 18 to CR 101	\$ 59,125.70	\$ 0.00	\$ 59,125.70

**1** Use one Individual Project Billing Summary Sheet per individual project included on any invoice. Attach to this Individual Project Billing Summary Sheet, complete copies of all paid consultant or contractor invoices and/or force account documentation for the individual project for all allowable work performed and for which reimbursement is requested. When complete, attach this sheet and all backup documentation to the Project Billing Summary Sheet and insert the information entered above on a single line on the Project Billing Summary Sheet.



**ABCD Construction Co.**

123 Contractor Way  
Somewhere, TX 77777  
Phone (800)555-1212

**INVOICE**

Please send remittance with copy of invoice to  
P.O. Box 1111  
Somewhere, TX 77777

XYZ County  
Purchasing Dept.  
1 East Main Street  
County Seat, TX 78888

ABCD Construction Invoice No.  
Invoice Date  
Period Ending Date

2014-1234  
2-Jul-14  
28-Jun-14

---

Project Name                      County Road 100 Improvements  
County Project No.                2014-001

---

Contract Total Amount                      \$    223,645.77  
Total Earned To Date                        \$      53,262.15  
Less Previously Invoiced                    \$                    -

**Amount Due This Invoice**

**\$ 53,262.15**

*Approved  
Bill Smith  
7/4/14*

Remaining Contract Value                    \$    170,383.62

**PAID**

*7/7/14 #23114*



COPY OF CONTRACTOR OR  
CONSULTANT INVOICE AND  
VERIFICATION IT HAS BEEN PAID  
NEED TO BE ATTACHED  
TO TXDOT SUBMITTAL.

ADDITIONAL BACK UP INFORMATION  
FROM CONTRACTOR OR CONSULTANT  
INVOICE DOES NOT NEED TO BE  
SUBMITTED TO TXDOT.

County shall retain all original invoices, back up information,  
and other project documentation for three years after  
receipt of final payment from TxDOT.

# Engineers Inc.

456 Design Drive  
Someplace, TX 77777  
Phone (800)555-1212

# INVOICE

Please send remittance with copy of invoice to  
P.O. Box 2222  
Someplace, TX 77777

XYZ County  
Purchasing Dept.  
1 East Main Street  
County Seat, TX 78888

Engineers Inc. Invoice No.  
Invoice Date  
Period Ending Date

06-2014 XYZ  
4-Jul-14  
28-Jun-14

---

Project Name	County Road 100 Improvements
County Project No.	2014-001

---

Contract Total Amount	\$	20,000.00
Total Earned To Date	\$	4,027.66
Less Previously Invoiced	\$	-

**Amount Due This Invoice**

**\$ 4,027.66**

*Approved  
Bill Smith  
7/9/14*

Remaining Contract Value	\$	15,972.34
--------------------------	----	-----------

# PAID

7/7/14 #23115

COPY OF CONTRACTOR OR  
CONSULTANT INVOICE AND  
VERIFICATION IT HAS BEEN PAID  
NEED TO BE ATTACHED  
TO TXDOT SUBMITTAL.

ADDITIONAL BACK UP INFORMATION  
FROM CONTRACTOR OR CONSULTANT  
INVOICE DOES NOT NEED TO BE  
SUBMITTED TO TXDOT.

County shall retain all original invoices, back up information,  
and other project documentation for three years after  
receipt of final payment from TxDOT.

# Testing Lab Corp.

789 Material Drive  
Someplace, TX 77777  
Phone (800)555-1212

# INVOICE

Please send remittance with copy of invoice to

P.O. Box 3333  
Someplace, TX 77777

XYZ County  
Purchasing Dept.  
1 East Main Street  
County Seat, TX 78888

Testing Lab Corp. Invoice No.  
Invoice Date  
Period Ending Date

054-06-2014  
3-Jul-14  
28-Jun-14

---

Project Name                      County Road 100 Improvements  
County Project No.                2014-001

---

Contract Total Amount                      \$    12,000.00  
Total Earned To Date                        \$      1,835.89  
Less Previously Invoiced                    \$                    -

**Amount Due This Invoice**

**\$ 1,835.89**

*Approved  
All Smith  
7/4/14*

Remaining Contract Value                      \$    10,164.11

# PAID

7/7/14 #23116

COPY OF CONTRACTOR OR  
CONSULTANT INVOICE AND  
VERIFICATION IT HAS BEEN PAID  
NEED TO BE ATTACHED  
TO TXDOT SUBMITTAL.

ADDITIONAL BACK UP INFORMATION  
FROM CONTRACTOR OR CONSULTANT  
INVOICE DOES NOT NEED TO BE  
SUBMITTED TO TXDOT.

County shall retain all original invoices, back up information,  
and other project documentation for three years after  
receipt of final payment from TxDOT.

**INDIVIDUAL PROJECT BILLING SUMMARY SHEET<sup>1</sup>**  
**County Transportation Infrastructure Fund Grant Program**

Name of County XYZ County Date July 15, 2014  
 Billing Period June 1 - June 28, 2014 Invoice # CTIF - 1

Project ID No. (If any)	Project Name or Description	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)
1	CR 1 from US 27 to CR 2	\$ 54,347.12	\$ 0.00	\$ 54,347.12

**1** Use one Individual Project Billing Summary Sheet per individual project included on any invoice. Attach to this Individual Project Billing Summary Sheet, complete copies of all paid consultant or contractor invoices and/or force account documentation for the individual project for all allowable work performed and for which reimbursement is requested. When complete, attach this sheet and all backup documentation to the Project Billing Summary Sheet and insert the information entered above on a single line on the Project Billing Summary Sheet.

# INDIVIDUAL PROJECT FORCE ACCOUNT SUMMARY

Name of County  
Project Name

XYZ County  
CR 1 from SH 27 to CR 2

Date  
Billing Period

8-Jul-14  
June 1 - June 28, 2014

Page No.	Force Account Item Description	Amount
1/1	Force Account Labor Summary	\$ 9,249.76
1/1	Force Account Equipment Summary	\$ 12,697.36
1/1	Force Account Materials Summary	\$ 32,400.00
<b>Total</b>		<b>\$ 54,347.12</b>

# XYZ County

## Force Account Labor Summary

Project Name CR 1 from SH 27 to CR 2 Period Covered June 1 - June 28, 2014  
 Project Number CTIF-01-255 Page 1/1

Description of Work Performed Base repair and 4" new material

Name	Job Title		Hours This Period	Hourly Rate	Benefit Rate/Hr.	Total Hourly Rate	AMOUNT
Employee A	Supervisor	Reg.	88	28.00	8.96	36.96	\$ 3,252.48
		O.T.				-	\$ -
Employee B	Equipment Operator II	Reg.	160	15.00	4.80	19.80	\$ 3,168.00
		O.T.	8	22.50	5.55	28.05	\$ 224.40
Employee C	Maintenance Tech	Reg.	160	11.50	3.68	15.18	\$ 2,428.80
		O.T.	8	17.75	4.26	22.01	\$ 176.08
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
<b>TOTAL</b>							\$ 9,249.76

I certify that the information above was obtained from payroll records or other documents that are available for audit.

Jane Doe \_\_\_\_\_ Date 8-Jul-14 County Auditor \_\_\_\_\_  
 Name Signature *Jane Doe* Title



# XYZ County

## Force Account Equipment Summary

Project Name CR 1 from SH 27 to CR 2 Period Covered June 1 - June 28, 2014  
 Project Number CTIF-01-255 Page 1/1

Description of Work Performed Base repair and add 4" new material

Type of Equipment and ID#	Operator's Name	Hours This Period	Equipment Hourly Rate	AMOUNT
2005 Case 845 Grader (ID# XYZ-G05)	Employee B	160	63.81	\$ 10,209.60
2011 Flatbed Crew Truck - 4x2 Gasoline (ID# XYZ-T123)	Employee A	88	28.27	\$ 2,487.76
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>				<b>\$ 12,697.36</b>

I certify that the information above was obtained from equipment usage records or other documents that are available for audit.

Jane Doe *Jane Doe* 8-Jul-14 County Auditor  
 Name Signature Date Title



**INDIVIDUAL PROJECT BILLING SUMMARY SHEET<sup>1</sup>**  
**County Transportation Infrastructure Fund Grant Program**

Name of County XYZ County

Date July 15, 2014

Billing Period June 1 - June 28, 2014

Invoice # CTIF - 1

Project ID No. (If any)	Project Name or Description	Total Billed Including Current Billing Period (A) + (B)	Total Previously Billed Amount (A)	Current Billing Period Amount <sup>1</sup> (B)
1	CR 27 from CR 11 to Dry Wash	\$ 30,079.34	\$ 0.00	\$ 30,079.34

**1** Use one Individual Project Billing Summary Sheet per individual project included on any invoice. Attach to this Individual Project Billing Summary Sheet, complete copies of all paid consultant or contractor invoices and/or force account documentation for the individual project for all allowable work performed and for which reimbursement is requested. When complete, attach this sheet and all backup documentation to the Project Billing Summary Sheet and insert the information entered above on a single line on the Project Billing Summary Sheet.

# INDIVIDUAL PROJECT FORCE ACCOUNT SUMMARY

Name of County  
Project Name

XYZ County  
CR 27 from CR 11 to Dry Wash

Date  
Billing Period

8-Jul-14  
June 1 - June 28, 2014

Page No.	Force Account Item Description	Amount
1/1	Force Account Labor Summary	\$ 4,598.88
1/1	Force Account Equipment Summary	\$ 7,480.46
1/1	Force Account Materials Summary	\$ 18,000.00
<b>Total</b>		<b>\$ 30,079.34</b>

# XYZ County Force Account Labor Summary

Project Name  
Project Number

CR 27 from CR 11 to Dry Wash  
CTIF-01-255

Period Covered  
Page

June 1 - June 28, 2014  
1/1

Description of Work Performed

Base repair and 4" new material

Name	Job Title		Hours This Period	Hourly Rate	Benefit Rate/Hr.	Total Hourly Rate	AMOUNT
Employee A	Supervisor	Reg.	26	28.00	8.96	36.96	\$ 960.96
		O.T.				-	\$ -
Employee D	Equipment Operator II	Reg.	104	15.50	4.96	20.46	\$ 2,127.84
		O.T.				-	\$ -
Employee E	Maintenance Tech	Reg.	104	11.00	3.52	14.52	\$ 1,510.08
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
		Reg.				-	\$ -
		O.T.				-	\$ -
<b>TOTAL</b>							\$ 4,598.88

I certify that the information above was obtained from payroll records or other documents that are available for audit.

Jane Doe  
Name

*Jane Doe*  
Signature

8-Jul-14  
Date

County Auditor  
Title







# County Transportation Infrastructure Fund Grant Program County Certification Forms

---



County Name \_\_\_\_\_

## CERTIFICATION FORM 1

### County Transportation Infrastructure Fund Grant Program

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

#### Within 30 Days after Execution of Grant Agreement with TxDOT

- County Signature Authority** — County Commissioners Court has adopted the attached resolution authorizing county employee(s) signature authority for this program. (attach resolution)
- Define Design Criteria and Specifications** — County certifies design standards, specifications and quality assurance requirements have been adopted for projects under this program. (no attachment required)
- List of Transportation Infrastructure Projects** — County has developed the attached List of Transportation Infrastructure Projects for all projects to be performed with the funds awarded. (attach List of Transportation Infrastructure Projects)
- Reimbursement of Funds** — County certifies reimbursement requests under this program will be prepared following generally accepted cost accounting practices and the Texas Uniform Grant Management Standards. (no attachment required)

#### Periodic Requirements

##### *Reimbursement Requests (Monthly when charges occur):*

- Billing** — County shall submit billing statements including certification of work performed and copies of all paid invoices and/or force account documentation for eligible and not previously submitted expenses. (attach billing statement)

##### *Schedule Updates (No less than semi-annually):*

- List of Transportation Infrastructure Projects** — County has developed an update to the List of Transportation Infrastructure Projects for all projects reflecting the current estimated development timeline for all funded projects. (attach updated List of Transportation Infrastructure Projects)
- List of Transportation Infrastructure Projects** — There are no material changes to the most recently submitted List of Transportation Infrastructure Projects. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_

**Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT.**

County Name \_\_\_\_\_

Project Name \_\_\_\_\_

## CERTIFICATION FORM 2

### County Transportation Infrastructure Fund Grant Program

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

#### Prior to Starting Construction on a Project

- Acquisition of Right of Way and Real Property Acquisition** — County certifies it has all required right of way or has obtained all necessary right of entry for performance of this project. County also certifies all right of way acquired for this project since award of County Transportation Infrastructure Fund Grant has been in accordance with applicable requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A., Section 4601 et seq. (no attachment required)
- Relocation of Utilities** — County certifies all impacted utilities have been relocated and identified on the plans. (no attachment required)
- Environmental Permitting and Regulatory Issues** — County has obtained written certification by a qualified professional that an appropriate level of environmental investigation and analysis has been performed for this project, all identified environmental problems have been remediated, and all required permits and clearances from appropriate regulatory agencies have been obtained. (attach certification)
- Compliance with Texas Accessibility Standards and ADA** — County certifies the plans for the transportation infrastructure project are in compliance with applicable Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469. TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act, Title 42 U.S.C., Section 12101 et seq. (no attachment required)
- Material Testing** — County certifies it will follow adopted quality assurance requirements during construction. (no attachment required)

#### County-Performed Work

- Self-performed Design** — County certifies no engineering, architectural or surveying consultants have been or will be used in performance of this project. (no attachment required)
- Self-performed Construction** — County certifies all maintenance and construction work on this project will be performed with county personnel and work will be performed in accordance with adopted design standards, specifications and quality assurance requirements. (no attachment required)

#### Contracted Work

- Selection of Engineering, Architectural and Surveying Consultants** — County certifies procurement of engineering, architectural and surveying consultants have followed and will follow applicable state qualifications-based selection procedures. (no attachment required)
- Construction Documents** — County has obtained written certification from a Texas Registered Professional Engineer that the construction documents were developed using the selected/adopted design criteria and specifications. (attach certification)
- Advertisement for Construction Work** — County certifies it has followed and will follow state-required advertisement laws and regulations applicable to construction projects. (no attachment required)
- Construction Contract Procurement** — County certifies it has followed and will follow state laws and regulations applicable to procurement and selection of a construction contractor for this project. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_

**Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT.**

County Name \_\_\_\_\_

Project Name \_\_\_\_\_

### CERTIFICATION FORM 3

#### County Transportation Infrastructure Fund Grant Program

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

#### Upon Acceptance of Construction on a Project

*Within 30 days of project acceptance:*

- Construction Acceptance by the County** — County certifies it has accepted construction work. (attach county acceptance letter to the contractor or written statement by authorized county representative that project has been completed by county forces)

*Within 60 days of project acceptance:*

- County Road System and Project Maintenance** — County certifies the completed project is part of the county road system and it will maintain this transportation infrastructure improvement. (no attachment required)
- Environmental Compliance** — County certifies all identified environmental laws, regulations and permit requirements have been followed and the project was constructed in environmental regulatory conformance. (no attachment required)
- Compliance with Texas Accessibility Standards and ADA** — County certifies the construction of the transportation infrastructure project is in compliance with applicable Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469 . (no attachment required)
- Historically Underutilized Business (HUB) Program Requirements** — County certifies all applicable requirements of the Comptroller of Public Accounts' HUB Program have been followed. (no attachment required)
- Compliance with Laws** — County certifies it has complied with applicable federal, state and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the applicable orders and decrees of any courts or administrative bodies. (no attachment required)
- Certification of Completion** — County certifies the attached summary of allowable costs and amounts reimbursed from the fund complies with the applicable requirements of Title 43, Texas Administrative Code, Subchapter O and the Texas Uniform Grant Management Standards. (attach summary)
- Project Documentation/Records** — County certifies it will retain all project-related documents and records related to this project for three years from its receipt of final payment from TxDOT. (no attachment required)

#### County Performed Work

- Compliance with Standards** — County certifies the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (no attachment required)

#### Contracted Work

- Registered Professional Engineer Certification** — County has obtained written certification from a Texas Registered Professional Engineer that the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (attach certification)
- Construction Contract Procurement** — County certifies it has followed required state laws and regulations applicable to procurement and selection of the construction contractor for this project. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_