



2020 Program Call

County Transportation Infrastructure Fund Grant Program Implementation Procedures

April 27, 2020

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 necessary project-related expenditures including project planning, right-of-way acquisition, engineering and design activities, environmental clearance, procurement activities for consultants and contractors, construction and maintenance work, and project management including preparation of reimbursement documents to TxDOT.

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;
- 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. 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 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 15th and 25th 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 15th of the next month.



2020 Program Call

County Transportation Infrastructure Fund Grant Program Agreement

April 27, 2020

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 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 or

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

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, such as inspection of the project and any other indirect State costs.
- 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

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

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 projects appearing on the list provided by the County 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 it has 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 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 4601et 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, or:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
- c. a period of five years has passed since the anniversary date of the grant award to the County.

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 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 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.

Contract # _____
 District # _____
 Code Chart 64 # _____
 Project: _____

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:

County:	State:
_____	<u>Texas Department of Transportation</u>
_____	<u>Director – Contract Services</u>
_____	<u>125 E. 11th Street</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.***
- 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.***
- f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.

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 its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

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

Each party is signing this agreement on the date stated under that party's signature.

THE COUNTY

Signature

Printed Name and Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

ATTACHMENT A
Resolution or Ordinance

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

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 those 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 those counties not determined to be “economically disadvantaged” by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.



2020 Program Call

County Transportation Infrastructure Fund Grant Program County Certification Forms

April 27, 2020

County Name _____

**County Transportation Infrastructure Fund Grant Program – 2020 Program Call
CERTIFICATION FORM 1**

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 Transportation Infrastructure Fund Grant Program – 2020 Program Call
CERTIFICATION FORM 2**

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 Transportation Infrastructure Fund Grant Program – 2020 Program Call
CERTIFICATION FORM 3**

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 _____



2020 Program Call

County Transportation Infrastructure Fund Grant Program Approval to Commence Construction

April 27, 2020

County Name _____ Project Name _____

County Transportation Infrastructure Fund Grant Program – 2020 Program Call

TXDOT APPROVAL TO COMMENCE CONSTRUCTION

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
Applicable for All Projects			
<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	
Applicable for County-Performed Work			
<input type="checkbox"/>	<input type="checkbox"/>	Self-performed design	
<input type="checkbox"/>	<input type="checkbox"/>	Self-performed construction	
Applicable for Contracted Work			
<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 _____