

Contract # CTIF 19 183
District # 19
Code Chart 64 # 50183
Project: Panola Co 2020 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 Panola 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

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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

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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

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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.

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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>Panola County</u>	<u>Texas Department of Transportation</u>
<u>County Auditor, Jennifer Stacy</u>	<u>Director – Contract Services</u>
<u>698 County Road 106</u>	<u>125 E. 11th Street</u>
<u>Carthage, TX 75633</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.

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- 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.

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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

Lee Ann Jones
Signature

Lee Ann Jones, County Judge

Printed Name and Title

7-21-20
Date

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Title

Date

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

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

Lee Ann Jones
Signature

LeeAnn Jones, County Judge
Printed Name and Title

7-21-20
Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

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District # 19
Code Chart 64 # 50183
Project: Panola Co 2020 CTIF Award

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

DocuSigned by:
Lee Ann Jones
86C2E695D8DB472...

Signature

Lee Ann Jones, County Judge

Printed Name and Title

9/2/2020

Date

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Title

9/2/2020

Date

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

ATTACHMENT A

RESOLUTION #2020-01

WHEREAS, Panola County applied for grant funds under the County Transportation Infrastructure Grant Program and the Texas Department of Transportation (TxDOT) awarded Panola County with a total eligible grant award of \$1,784,843; and

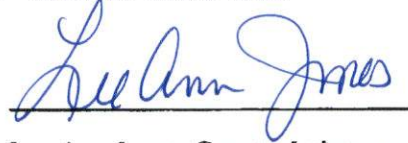
WHEREAS, before receiving any allowable reimbursements from the eligible grant amount, Panola County must enter into a grant agreement with TxDOT.

NOW THEREFORE BE IT RESOLVED, that the Panola County Commissioners Court authorizes the County Judge to execute the County Transportation Infrastructure Fund Grant Agreement.

BE IT FURTHER RESOLVED, that the Panola County Commissioners Court authorizes the following officials as a County Authorized Representative with the authority to sign all Grant and project-related documents on behalf of the County, including any required certifications:

1. County Judge
2. County Auditor
3. County Commissioners Pct 1, Pct 2, Pct 3 and Pct 4
4. Any other official or employee who may be given such authority by the County Judge

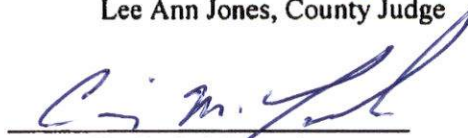
RESOLVED THIS 21ST DAY OF JULY 2020



Lee Ann Jones, County Judge



Honorable Ronnie LaGrone
Commissioner, Precinct One



Honorable Craig M. Lawless
Commissioner, Precinct Three



Honorable David A. Cole
Commissioner, Precinct Two



Honorable Dale LaGrone
Commissioner, Precinct Four

Attest:



Bobbie Davis, County Clerk



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ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of: Panola

Amount of Grant Funds Awarded by State: \$ 1,784,843

Minimum amount of County Matching Funds*: \$ 198,316

* 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.

Certificate Of Completion

Envelope Id: 8E19A6AD6B774880925ECAE629228354	Status: Completed
Subject: Atlanta - Prime - Panola County - CTIF_02_183 - Log #41513	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Melissa Durham
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	melissa.durham@txdot.gov
	IP Address: 204.64.21.50

Record Tracking

Status: Original	Holder: Melissa Durham	Location: DocuSign
8/19/2020 4:50:49 PM	melissa.durham@txdot.gov	

Signer Events

Lee Ann Jones
leeann.jones@co.panola.tx.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Lee Ann Jones
86C2E585D808472...

Signature Adoption: Pre-selected Style
Using IP Address: 12.71.195.66

Timestamp

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Viewed: 8/19/2020 11:14:45 PM
Signed: 9/2/2020 5:18:52 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kenneth Stewart
Kenneth.Stewart@txdot.gov
Director, Contract Services
Texas Department of Transportation
Security Level: Email, Account Authentication (None)

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...

Signature Adoption: Pre-selected Style
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Viewed: 9/2/2020 4:06:24 PM
Signed: 9/2/2020 4:08:48 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kimberly Garner
Kimberly.Garner@txdot.gov
Texas Department of Transportation
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/2/2020 4:08:49 PM

Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events		
	Status	Timestamps
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Certified Delivered	Security Checked	9/2/2020 4:08:49 PM
Signing Complete	Security Checked	9/2/2020 4:08:49 PM
Completed	Security Checked	9/2/2020 4:08:49 PM
Payment Events		
	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.



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 O:

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 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 Name _____

Project Name _____

**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 Name _____

Project Name _____

**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 _____

County Transportation Infrastructure Fund Grant Program - 2020 Program Call

TxDOT District Contacts

District	Contact	Address	City	State	Zip	Email	Phone
Abilene	Kristi Harwell	4250 N. Clack St.	Abilene	TX	79601	Kristi.Harwell@txdot.gov	(325) 676-6811
<i>Counties: Borden, Callahan, Fisher, Haskell, Howard, Jones, Kent, Mitchell, Nolan, Scurry, Shackelford, Stonewall</i>							
Amarillo	Stephanie Wiggins	5715 Canyon Dr.	Amarillo	TX	79110	Stephanie.Wiggins@txdot.gov	(806) 356-3319
<i>Counties: Armstrong, Carson, Dallam, Deaf Smith, Gray, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Potter, Randall, Roberts, Sherman</i>							
Atlanta	Kim Garner	701 E. Main St.	Atlanta	TX	75551	Kimberly.Garner@txdot.gov	(903) 799-1240
<i>Counties: Bowie, Camp, Cass, Harrison, Marion, Morris, Panola, Titus, Upshur</i>							
Austin	Michelle Meaux	7901 N. IH 35	Austin	TX	78753	Michelle.Meaux@txdot.gov	(512) 832-7049
<i>Counties: Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, Lee, Llano, Mason, Travis, Williamson</i>							
Beaumont	Rawetts Baaheth	8350 Eastex Freeway	Beaumont	TX	77708	Rawetts.Baaheth@txdot.gov	(409) 898-5834
<i>Counties: Chambers, Hardin, Jasper, Jefferson, Liberty, Newton, Orange, Tyler</i>							
Brownwood	Victoria McKee	2495 Highway 183 N.	Brownwood	TX	76802	Victoria.McKee@txdot.gov	(325) 643-0427
<i>Counties: Brown, Coleman, Comanche, Eastland, Lampasas, McCulloch, Mills, San Saba, Stephens</i>							
Bryan	Chris Cowen	2591 N. Earl Rudder Freeway	Bryan	TX	77803	Chris.Cowen@txdot.gov	(979) 778-9753
<i>Counties: Brazos, Burleson, Freestone, Grimes, Leon, Madison, Milam, Robertson, Walker, Washington</i>							
Childress	Chuck Steed	7599 US 287	Childress	TX	79201	Chuck.Steed@txdot.gov	(940) 937-7193
<i>Counties: Briscoe, Childress, Collingsworth, Cottle, Dickens, Donley, Foard, Hall, Hardeman, King, Knox, Motley, Wheeler</i>							
Corpus Christi	Lindsey Velasco	1701 S. Padre Island Dr.	Corpus Christi	TX	78469	Lindsey.Velasco@txdot.gov	(361) 808-2506
<i>Counties: Aransas, Bee, Goliad, Jim Wells, Karnes, Kleberg, Live Oak, Nueces, Refugio, San Patricio</i>							
Dallas	Minh Nguyen	4777 E. Highway 80	Mesquite	TX	75150	Minh.Nguyen@txdot.gov	(214) 320-4435
<i>Counties: Collin, Dallas, Denton, Ellis, Kaufman, Navarro, Rockwall</i>							
El Paso	Rebecca Reyes	13301 Gateway West	El Paso	TX	79928	Rebecca.Reyes@txdot.gov	(915) 790-4205
<i>Counties: Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio</i>							
Fort Worth	Jennifer Giovando	2501 SW Loop 820	Fort Worth	TX	76133	Jennifer.Giovando@txdot.gov	(817) 370-6524
<i>Counties: Erath, Hood, Jack, Johnson, Palo Pinto, Parker, Somervell, Tarrant, Wise</i>							
Houston	Andrew Mao	7600 Washington Ave.	Houston	TX	77007	Andrew.Mao@txdot.gov	(713) 802-5301
<i>Counties: Brazoria, Fort Bend, Galveston, Harris, Montgomery, Waller</i>							
Laredo	Janece Marquez	1817 Bob Bullock Loop	Laredo	TX	78043	Janece.Marquez@txdot.gov	(956) 712-7438
<i>Counties: Dimmit, Duval, Kinney, LaSalle, Maverick, Val Verde, Webb, Zavala</i>							
Lubbock	Rusty Smith	135 Slaton Rd.	Lubbock	TX	79404	Rusty.Smith@txdot.gov	(806) 748-4476
<i>Counties: Bailey, Castro, Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Parmer, Swisher, Terry, Yoakum</i>							
Lufkin	Kimberlee Freeman	1805 N. Timberland Dr.	Lufkin	TX	75901	Kimberlee.Freeman@txdot.gov	(936) 633-4490
<i>Counties: Angelina, Houston, Nacogdoches, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity</i>							

Odessa	Chad Windham	3901 E. US Highway 80	Odessa	TX	79761	Chad.Windham@txdot.gov	(432) 498-4740
<i>Counties: Andrews, Crane, Ector, Loving, Martin, Midland, Pecos, Reeves, Terrell, Upton, Ward, Winkler</i>							
Paris	Sydney Newman	1365 N. Main St.	Paris	TX	75460	Sydney.Newman@txdot.gov	(903) 737-9285
<i>Counties: Delta, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Rains, Red River</i>							
Pharr	Judy Sanchez	600 W. US 83 Expressway	Pharr	TX	78577	Judy.Sanchez@txdot.gov	(956) 702-6219
<i>Counties: Brooks, Cameron, Hidalgo, Jim Hogg, Kenedy, Starr, Willacy, Zapata</i>							
San Angelo	Tom Johnston	4502 Knickerbocker Rd.	San Angelo	TX	76904	Tom.Johnston@txdot.gov	(325) 947-9322
<i>Counties: Coke, Concho, Crockett, Edwards, Glasscock, Irion, Kimble, Menard, Reagan, Real, Runnels, Schleicher, Sterling, Sutton, Tom Green</i>							
San Antonio	David Pulido	4615 NW Loop 410	San Antonio	TX	78229	David.Pulido@txdot.gov	(210) 615-5880
<i>Counties: Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde, Wilson</i>							
Tyler	Vernon Webb	2709 W. Front St.	Tyler	TX	75702	Vernon.Webb@txdot.gov	(903) 510-9296
<i>Counties: Anderson, Cherokee, Gregg, Henderson, Rusk, Smith, Van Zandt, Wood</i>							
Waco	Erika Kunkel	100 S. Loop Dr.	Waco	TX	76704	Erika.Kunkel@txdot.gov	(254) 867-2728
<i>Counties: Bell, Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan</i>							
Wichita Falls	Allan Moore	1601 Southwest Parkway	Wichita Falls	TX	76302	Allan.Moore@txdot.gov	(940) 720-7716
<i>Counties: Archer, Baylor, Clay, Cooke, Montague, Throckmorton, Wichita, Wilbarger, Young</i>							
Yoakum	Mark Netardus	403 Huck St.	Yoakum	TX	77995	Mark.Netardus@txdot.gov	(361) 293-4392
<i>Counties: Austin, Calhoun, Colorado, Dewitt, Fayette, Gonzales, Jackson, Lavaca, Matagorda, Victoria, Wharton</i>							