

STATE OF TEXAS §

COUNTY OF TRAVIS §

PASS-THROUGH TOLL AGREEMENT

THIS AGREEMENT is entered between the State of Texas and the Developer under Transportation Code, §222.104.

Contracting Parties:

The Department: The Texas Department of Transportation

The Developer: Williamson County

BACKGROUND

Texas Transportation Code, §201.103, authorizes the Department to plan and to make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads. Transportation Code, §222.104, authorizes the Department to enter into pass-through toll agreements for the purpose of improving the state highway system. The Texas Transportation Commission has implemented this provision by enacting rules to be found at 43 TAC Chapter 5, Subchapter E. On March 31, 2005, the Texas Transportation Commission passed Minute Order 11003, authorizing Williamson County to construct improvements to US 79, FM 1660, IH 35/SH 29, US 183, and FM 2338. On October 27, 2005, the Texas Transportation Commission passed Minute Order 110276, authorizing the Department to enter a pass-through toll agreement with the Developer. The governing body of the Developer has authorized entering into this agreement by resolution or ordinance.

Attachment A (Location Map), **Attachment B** (Project Description and Scope of Work), **Attachment C** (Budget), ***Attachment D** (Project Implementation), are attached to and incorporated by reference in this agreement. The highway improvements described in **Attachment B** are referenced in this agreement as the Project.

AGREEMENT

1. Effective Date

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

2. Amendments

Amendments to this agreement must be in writing and executed by both parties.

3. Scope of Work

The scope of work for the Project as approved by the Texas Transportation Commission consists of constructing the improvements to US 79, FM 1660, IH 35/SH 29, US 183, and FM 2338. The scope of work is described in more detail in **Attachment B**, which is attached to and incorporated by reference in this agreement. The improvements listed in **Attachment B** will be referenced in this agreement as the Project.

4. Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in **Attachment C**, which is attached to and incorporated by reference in this agreement. **Attachment C** includes expected cash contributions from each source of funding. The Department will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- b. The Department is responsible only for securing the funding specifically identified as the responsibility of the Department on **Attachment C** and will make that funding available to the Developer as set forth in **Attachment C**. Unless this agreement is amended, the Department will not be responsible for any funding in excess of the maximum identified on **Attachment C**.
- c. The Developer shall be responsible for all costs associated with the Project that are not shown as the responsibility of the Department. The Developer shall be responsible for all overruns in excess of the estimated cost shown in **Attachment C** unless this agreement is amended.
- d. The Department may audit the Project at any time in good faith for the purpose of ensuring compliance with the provisions of this agreement. Upon completion of the Project, the Department or an independent auditor approved by the Department, at the Department's option, may perform an audit of the Project costs. Any funds due to the Developer, the Department, or others shall be paid by the owing party within thirty (30) days after notification that funds are due.
- e. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5. Environmental Studies and Mitigation

Development of the Project shall comply with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and Natural Resources Code, Chapter 191.

- a. The Developer is responsible for the identification and assessment of any environmental issues associated with the development of the Project to the extent permitted by 43 TAC §2.50 and 23 CFR Part 771. The Department and FHWA will independently evaluate all environmental documents and will fulfill all responsibilities assigned to them by 23 CFR Part 771.
- b. Unless otherwise specified in **Attachment D** and except to the extent that the Department will have already met environmental requirements on the date this agreement is executed, the Developer is responsible for the cost of all environmental permitting, mitigation, remediation, and compliance.
- c. Unless otherwise specified in **Attachment D**, the Developer is responsible for providing for all public meetings and public hearings required for development of the environmental decision; for preparation of the public meeting and public hearing summary and analysis; for comment and response reports; and for certifying that a

hearing has been held in accordance with 43 TAC §2.43, the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. Public hearings will be held in compliance with all applicable federal and state laws. Public hearings may not be held before environmental document approval is received or before approval of the schematic for any highway improvement that is part of the Project.

- d. The Developer is responsible for the preparation of all documents required for the environmental clearance of the Project.
- e. The Developer shall provide the Department with final drafts of all necessary requests for permits, reports, and findings relating to the Natural Resources Code, Chapter 191, and Section 106 of the National Historic Preservation Act, and the Department is responsible for making all necessary filings with the appropriate agencies. The Department is responsible for all coordination under those acts and will provide copies of that coordination to the Developer. The Developer is responsible for obtaining all other permits and is responsible for obtaining all permits and approvals resulting from changes that occur after environmental approval is first obtained, except as otherwise required by law or by agreement between the Department and a state or federal agency. The Department is responsible for obtaining those approvals in accordance with law or with the Department's agreements with those agencies.
- f. Before construction is begun, the Developer shall provide the Department with written certification and documentation showing that all required environmental permits, issues, and commitments have been or will be completed. The Developer will provide the Department with copies of all permit applications and approvals from each regulatory agency with environmental jurisdiction over the Project.
- g. All environmental reports and findings shall comply with the latest version of the Department's manuals. The Developer shall provide the Department with physical and electronic copies of all environmental documentation in a format approved by the Department.

6. Right of Way and Real Property

- a. The Developer is responsible for the provision and acquisition of any needed right of way or real property to be placed in the State's name. The Developer shall also secure and provide the Department with easements over any other land in addition to normal highway right of way as indicated on the right of way map. This property is referenced in this agreement as New Right of Way.
- b. Except as otherwise authorized by applicable state and federal policy and regulations for early acquisition, the Developer shall not proceed with the acquisition of the required right of way until the public involvement and environmental clearance procedures have been completed and right of way maps and field notes have been prepared. To the extent authorized by applicable state and federal policy and regulations for early acquisition and entirely at its own risk, the Developer may proceed with the acquisition of the required right of way before the public involvement and environmental clearance procedures have been completed and right of way maps and field notes have been prepared.
- c. The Developer must comply with all applicable state and federal laws, regulations, policies, and procedures including the requirements of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq. Documentation to support compliance must be maintained. The Developer must obtain advance approval from the Department for any variance in

established procedures. The Department's executive director may exercise discretion in authorizing an alternative procedure if it is sufficient to discharge the Department's responsibilities for acquiring real property.

- d. The Developer is responsible for any required relocation assistance along the route of the New Right of Way covered by this agreement, as may be determined to be eligible under the relocation assistance program. The relocation assistance plan must provide reasonable time frames for orderly relocation of residents and businesses on the Project. All costs associated with the relocation assistance, including payments to displacees, will be assumed by the Developer.
- e. The Department may monitor and audit the Developer's acquisition of right of way on the Project at any time. On request, the Developer shall furnish the Department with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the Department determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Developer shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Developer.
- f. The Department will reimburse the Developer for right of way and real property in an amount proportional to its allocated share as reflected on **Attachment C**.

7. Utilities

If the required right of way encroaches on existing utilities and the Project requires their adjustment, removal, or relocation, the Developer shall be responsible for determining the scope of utility work and notifying the appropriate utility company to schedule adjustments. The Developer shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including Transportation Code, §203.092 (Reimbursement for Relocation of Utility Facilities), 43 TAC §15.55 (Construction Cost Participation); 43 TAC §21.21 (State Participation in Relocation, Adjustment, and/or Removal of Utilities); and 43 TAC §21.31 et seq. (Utility Accommodation). The Developer shall be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities or specified in separate agreements with the Austin District. Before construction on a segment of the Project is begun, a utility certification must be made available to the Department stating the status of all utility adjustments and the expected date when all utilities will be adjusted.

8. Engineering Services

The Developer has responsibility for the performance of architectural and engineering services, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed in design of the Project and carried out during construction of the Project. The engineering plans shall be developed in accordance with the latest version of the Department's manuals. The Department's executive director may exercise discretion in authorizing alternative criteria or granting exceptions to this requirement on a case-by-case basis if a particular criterion could not reasonably be met because of physical, environmental, or other relevant factors and if the proposed design is a prudent engineering solution. The Project shall comply with all federal requirements including those cited in 23 CFR Part 172 and those relating to

participation by disadvantaged business enterprises, the Americans with Disabilities Act, and environmental matters. Professional services shall be procured in compliance with Government Code Chapter 2254, Subchapter A. Unless an exception is granted by the Department, access to the facility shall be in compliance with the Department's access management policy.

9. Construction Responsibilities

- a. The Developer shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary after the award of the construction contract. The bidding process must be competitive and must comply with all applicable federal and state laws. The Project must be authorized by the Department before it is advertised for letting. The Project must also be authorized by FHWA before it is advertised for letting.
- b. The Developer has the responsibility of overseeing all construction operations, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed, of assessing potential environmental effects of contract revisions, and of obtaining environmental permits, issues, coordination, mitigation, and commitments that may be required by contract revisions. The Developer shall hire a third party firm, approved by TxDOT Austin District, to provide independent QA/QC during construction. Contract revisions shall comply with the latest version of all national and state administrative criteria and manuals. No contract revision may be made without the prior written approval of the Department's executive director if it would affect prior environmental approvals, significantly revise the scope of the Project or the geometric design, or change the cost to the Department. Procedures governing approval are contained in **Attachment D**.
- c. When the Project is complete, the Developer shall issue and sign a "Notification of Completion" acknowledging the Project's construction completion. Within six months after the Project is complete, the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications.
- d. The parties to this agreement shall comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form FHWA-1273 in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.
- e. The Department may audit the construction process at any time to ensure that the Developer is complying with this agreement and that the Developer is providing adequate inspection of construction. The Department may conduct its own inspection of construction at any time. Any deficiencies noted shall be reported to the Developer and shall be corrected by the Developer.

10. Maintenance

The Department shall be responsible for maintenance of the Project after completion of the work.

11. Repayment

- a. This paragraph applies until the Project as a whole is substantially complete and all highway improvements are open to the public. The Department shall reimburse the Developer by paying a semi- annual amount equal to \$0.10 for each vehicle-mile traveled on the highway improvements that were substantially complete and open to the public at any time during the previous year. The total cumulative reimbursement by the Department shall not exceed 88% of the Developer Participation shown in **Attachment C** for the highways that are substantially complete and are open to the public. For each highway improvement that is opened after the first highway improvement, the number of vehicle-miles traveled on the Project during the previous year shall include vehicle-miles traveled on the newly opened highway improvement beginning on the date that the newly opened highway improvement is substantially complete and opened to the public.
- b. This paragraph applies after the Project as a whole is substantially complete and all highway improvements are open to the public, The Department shall reimburse the Developer by paying a semi- annual amount equal to \$.10 for each vehicle-mile traveled on the Project during the previous year. The annual reimbursement will be no less than \$7,597,100 and no more than \$15,194,200. Under no circumstances will the total payments under this article during the course of this agreement exceed \$ 151,942,000 unless this agreement is amended.
- c. The number of vehicle-miles traveled on the Project during a year will be based on the Department's traffic estimates, which shall be derived from a mutually agreed upon counting method and performed in good faith and shall be conclusive and not subject to litigation in any forum.
- d. The semi-annual payment shall be made within 60 days after the first six months of the date on which the first highway improvement is substantially complete and opened to the public. Subsequent semi-annual payments shall be made on or before each succeeding six month anniversary of the first semi-annual payment.

12. Force Majeure

If there is substantial damage to the Project from Acts of God, comprising earthquakes, tidal waves, tornados, hurricanes, and other cataclysmic phenomena of nature, the parties may renegotiate the terms of this agreement to yield a fair allocation of costs.

13. Mutual Cooperation

The Department and the Developer shall use all reasonable efforts to meet all deadlines specified in this agreement. The Department and the Developer shall use their best efforts to provide each other with all necessary documents, information, and approvals in a prompt and timely fashion.

14. Precedence of Provisions

Except where a particular provision contains specific instructions with regard to the order of precedence of terms in this agreement, any conflict among the terms of this agreement shall be resolved by giving precedence to terms in the following order:

1. the main body of the agreement;

2. **Attachment C;**
3. **Attachment D;**
4. **Attachment B;**
5. **Attachment A.**

15. Termination

This agreement terminates automatically when the Department has reimbursed the Developer fully in accordance with article 11. In addition,

1. the agreement may be terminated in writing with the mutual consent of the parties;
or
2. the agreement may be terminated by either party because of a material breach by the other party.

16. Remedies

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

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Developer: | Department: |
|---|---|
| County Judge Williamson County 301 S.E. Inner Loop, Ste. 109 Georgetown, Texas 78626 | Texas Department of Transportation Attn: Chief Financial Officer 125 East 11th Street Austin TX 78701-2483 |

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party. A copy of each notice shall be provided to the Developer's Program Manager, Austin District Engineer and Georgetown Area Engineer.

18. Assignment and Subcontracts

An assignment of this agreement may not be executed by the Developer without prior written authorization by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Developer of its responsibility under this contract. Neither party shall assign any interest in this agreement.

19. Ownership of Property

After completion or termination of this agreement, all documents prepared by the Department shall remain the property of the Department. All data prepared under this agreement shall be made available to the Department without restriction or limitation on further use. All documents produced or approved or otherwise created by the Developer shall be transmitted to the Department in the form of photocopy reproduction as reasonably required by the Department. The originals shall remain the property of the Developer. The Developer shall grant the Department an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this contract.

20. Developer Resources

All employees of the Developer shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Developer certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than the Department. On receipt of written notice from the Department detailing supporting factors and evidence, the Developer shall remove from the Project any employee of the Developer who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Developer shall furnish all equipment, materials, supplies, and other resources required to perform the work.

21. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

22. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, the Developer shall furnish the Department with satisfactory proof of this compliance. The Developer shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

23. 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.

24. Insurance

To the extent that this agreement authorizes the Developer or its contractor to perform any work on Department right of way, before beginning work the entity performing the work shall provide the Department with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types

specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and the Department may recover damages and all costs of completing the work.

25. Hold Harmless

To the extent permitted by law, each party shall save harmless the other party, its officers, and its employees from all claims and liability due to the materials or activities of the first party, its agents, or its employees, to the extent that those activities are performed under this contract and are caused by or result from error, omission, or negligent act of the first party or of any person employed by the first party. To the extent permitted by law, each party shall also save harmless the other party from any and all expense, including but not limited to attorney fees that may be incurred by the that party in litigation or otherwise resisting the claim or liabilities that may be imposed on the that party as a result of the materials or activities of the first party, its agents, or its employees.

26. Sole Agreement

This agreement constitutes the only agreement between the parties and supersedes any prior understandings or written or oral agreements concerning the agreement's subject matter.

27. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

28. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the Department under this contract may not make any offer of benefits, gifts, or favors to employees of the Department. The only exceptions allowed are ordinary business meals and items that have received the advanced written approval of the Department's executive director.

29. Conflict of Interest

The Developer shall not assign an employee to the Project if the employee:

- a. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the Department relating to the Project;
- b. has a direct or indirect financial interest in the outcome of the Project;
- c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with the Department; or
- d. is a current part-time or full-time employee of the Department.

30. Signatory Warranty

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

31. Cost Principles

The parties shall comply with the cost principles established in OMB Circular A-87.

32. Procurement and Property Management Standards

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

33. Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the Department, the Developer, FHWA, and the U.S. Office of the Inspector General for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending claims are resolved. Additionally, the Department, the Developer, and the FHWA shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

34. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

35. Civil Rights Compliance

The Developer shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

36. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Developer's program is subject to approval by the Department.

37. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by

the Department, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

38. Lobbying Certification

In executing this agreement, each signatory certifies that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Developer shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


THE UNDERSIGNED PARTIES bind themselves to the faithful performance of this contract.

Texas Department of Transportation


James M. Bass
Chief Financial Officer

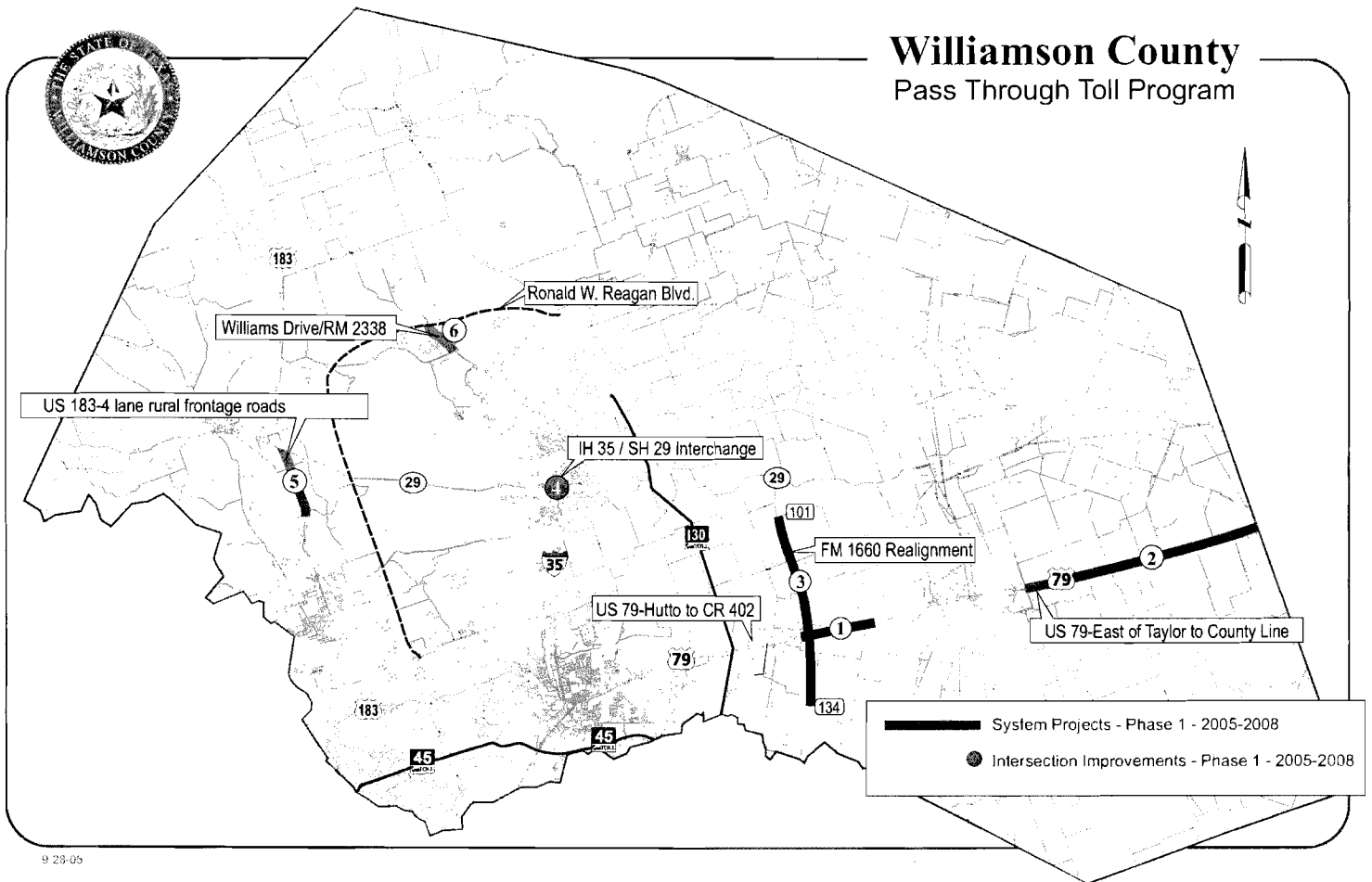
2-22-2006
Date

Williamson County


John Doerfler
County Judge

1-24-06
Date

ATTACHMENT A



ATTACHMENT B

PROJECT DESCRIPTION AND SCOPE OF WORK

US 79 (Hutto to CR 402)

US 79 is a major highway connecting the cities of Round Rock and Taylor with the IH 35 corridor. It is a four-lane undivided roadway with an intermittent center turn lane at some intersections. This project will improve the 4.3 mile section from just east of the Hutto city limits to CR 402. Improvements will consist of reconstruction of the roadway to a four-lane divided section with median openings and left-turn bays at the significant intersections. Existing (2003) annual average daily traffic count for this section of US 79 east of Hutto is 16,200.

The 90% Environmental Assessment has been submitted and is pending approval. The Schematic is complete and has been submitted to TxDOT for review. Some right-of-way has been acquired. PS&E has not been started.

The Cost of this project is \$16,000,000, which includes an estimated \$2,500,000 of right-of-way and utility costs.

FM 1660 Realignment (CR 134 to CR 101)

FM 1660 is a two-lane State facility running east of the cities of Round Rock and Georgetown through the City of Hutto. This project would relocate approximately 7.5 miles of the roadway from the CR 134 intersection at the south end to CR 101 intersection at the north. The purpose of the project is to divert the significant traffic volumes (including substantial truck traffic) out of downtown Hutto. Two lanes will be built in the interim – ultimately, a four-lane divided section is planned. Existing (2003) annual average daily traffic count for this section of FM 1660 north of Hutto is 3,400.

The Environmental Assessment has been submitted. The Schematic has been submitted to TxDOT for approval. No right-of-way has been acquired. PS&E has not been started.

The Cost of this project is \$17,000,000, which includes an estimated \$2,000,000 of right-of-way and utility costs.

SH 29 / IH 35 Interchange

This project would improve the operation of the existing interchange through the construction of northbound and southbound U-turn lanes for the IH 35 frontage roads, as well as additional improvements to the intersection approaches. No widening of the existing bridge is anticipated. The FY 2003 average daily traffic count for this section of SH 29 is 13,900.

The Environmental Assessment process is planned to be completed by early 2007. Schematic development and PS&E should be complete by late 2007. No right-of-way has been acquired.

The Cost of this project is \$4,100,000, with no additional right-of-way required.

US 79
(East of Taylor to County Line)

US 79 is a four-lane undivided major arterial providing a link between eastern Williamson County and the cities of Taylor, Hutto, and Round Rock. US 79 is part of the State's Trunk system. This project would improve the roadway to a four-lane divided section to improve safety for turning movements to intersecting roadways and businesses. The FY 2003 average daily traffic count for this section of US 79 is 7,200.

The Environmental Impact Statement process, including schematic development, should be completed by mid 2006. Most right-of-way has been acquired along this segment of US 79. PS&E is planned to be completed by mid 2008.

The Cost of this project is \$40,000,000, which includes an estimated \$2,300,000 of right-of-way and utility costs.

US 183
(San Gabriel River to SH 29)

US 183 is a four-lane undivided major arterial that will carry an ever-increasing amount of traffic as development continues north of Leander and other sections of northwest Williamson County. This project, starting at the northern terminus of the 183-A tollway would improve this segment of roadway by constructing a 4-lane rural frontage system on an average of 400 feet of right of way. The main lanes could be built as an extension of the CTRMA's 183-A toll road. The FY 2003 average daily traffic count is 13,100.

The Environmental Assessment process, including schematic development, should be completed by July, 2007. No right-of-way has been acquired at this point. PS&E is planned to be completed by July, 2008.

The Cost of this project is \$25,500,000, which includes an estimated \$5,500,000 of right-of-way and utility costs.

FM 2338
(FM 3405 to Ronald Reagan Blvd.)

FM 2338 is a rural two lane state facility running west from IH 35 in Georgetown. TxDOT has a funded project to improve FM 2338 to FM 3405. This project would continue the States 5-lane rural section from FM 3405 to proposed Ronald Reagan Blvd. Ronald Reagan Blvd. is a major 4-lane north-south arterial being constructed (FM 1431 to FM 2243 open to traffic; FM 2243 to FM 3405 under construction; and FM 3405 to FM 2338 start construction Summer 2006) located in Western Williamson County halfway between US 183 and IH 35.

The cost of the project is \$6,000,000, which includes an estimated \$2,000,000 in right of way and utility costs. The FY 2003 average daily traffic count is 7,400.

Williamson County Multi-Corridor Transportation Program Phase I (2005 \$ in 1, 000's)

| Projects (2005 - 2008) | Construction | Right-of-Way | | | PSE/CEI | Debt Service | Eligible for Pass | General Project Status | CSJ |
|---|--------------|--------------|---------------------|----------------------|----------|--------------|-------------------|--|----------------------------|
| | | Total | State Participation | County Participation | | | Through Toll | | |
| US 79 East city limit Hutto to CR 402 4-lane divided rural | \$16,000 | \$2,500 | \$2,250 | \$250 | \$3,725 | \$9,896 | \$28,621 | Design contract being negotiated-ENV clearance in process to be cleared early 2006 ROW maps in progress | 0204-02-027 0204-03-038 |
| US 79 East of Taylor to Milam County Line 4-lane divided rural | \$40,000 | \$2,300 | \$2,070 | \$230 | \$8,000 | \$21,539 | \$68,539 | Schematic 90% complete ENV in progress to be cleared in 2006 | 0204-04-040 |
| FM 1660 CR 134 to CR 101 2-lane rural | \$17,000 | \$2,000 | \$0 | \$2,000 | \$3,700 | \$10,478 | \$30,278 | Public mtg has been held Project to be ENV cleared in early 2006-Design Contract being negotiated | 1566-01-009 |
| IH 35/SH 29 NB/SB turnaround structure | \$4,100 | \$250 | \$0 | \$250 | \$980 | \$2,910 | \$8,240 | Schematic in development | 0015-08-122 |
| US 183 San Gabriel River to SH 29 4-lane rural frontage roads and 3 turn lanes | \$13,000 | \$5,500 | \$4,500 | \$1,000 | \$3,550 | \$9,313 | \$26,863 | Preliminary schematic complete-Design Contract being negotiated | 0273-04-026 0273-04-026 |
| FM 2338 FM 3405 to Reagan Blvd. 5-lane rural | \$6,000 | \$2,000 | \$0 | \$2,000 | \$1,425 | \$4,075 | \$11,500 | No activity to date | 2211-01-023 |
| Total | \$96,100 | \$14,550 | \$8,820 | \$5,730 | \$21,380 | \$58,211 | \$174,041 | | |

TOTAL PHASE I - Williamson County

\$174,041

ATTACHMENT D

Project Implementation

Overview

This Attachment defines the roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project.

1. Environmental Studies and Mitigation

- 1.1.** The Developer shall complete all environmental studies and documents required to secure environmental approval, including each of the following items.
 - 1.1.1.** Preparation and completion of environmental studies, including obtaining right of entry to perform such studies. All environmental studies will be performed by environmental specialists who meet the requirements to perform those studies.
 - 1.1.2.** Submission of appropriate documentation (categorical exclusion, environmental assessment, and environmental impact statement, including reevaluation, and supplemental documentation) for Department review and approval. Department review is detailed in section 1.2 below.
 - 1.1.3.** Preparation of any document revisions.
 - 1.1.4.** Submission to the Department of copies of the environmental studies and documentation adequate for distribution.
 - 1.1.5.** Preparation of legal and public notices in accordance with 43 TAC §2.43 for Department review and use.
 - 1.1.6.** Arrangements for appropriate public involvement, including court reporters and accommodations for persons with special communication or physical needs related to the public hearing, if requested. The Department will serve as the Hearing Official at any public hearing with the assistance of the Developer.
 - 1.1.7.** Preparation of public meeting and hearing materials.
 - 1.1.8.** Preparation of any necessary responses to comments.
 - 1.1.9.** Preparation of the public meeting and public hearing summary and analysis, and the comment and response reports.
 - 1.1.10.** Submission to the Department of a verbatim transcript of any public hearing and the original certification of the public involvement process as described in 43 TAC § 2.43.
 - 1.1.11.** Preparation of required US Army Corps of Engineers permit applications and associated drawings for impacts to jurisdictional waters, including mitigation requirements. The permits will be issued in the Developer's name with the Developer being responsible wholly for any and all mitigation that would be required.
 - 1.1.12.** The Developer is responsible for all Project-related environmental permits, issues, and commitments, including any mitigation or remediation that may be required under any law or regulation.
 - 1.1.13.** Submission to the department of documentation showing that all environmental permits, issues, and commitments have been or will be

completed, including copies of permits or other approvals required prior to construction in accordance with 23 CFR 771.109.

- 1.2. As set forth in Exhibit 1, Roles and Responsibilities, the Department will conduct concurrent environmental reviews throughout the clearance process in an attempt to expedite the environmental approval of the Project.
 - 1.2.1. Except as otherwise required by law or by agreement between the Department and a state or federal agency, the Developer is responsible for coordinating with local governmental entities and applicable agencies throughout the Project planning process to assure compliance with applicable laws. The Developer and Department will make every reasonable effort to resolve disagreements with local governments and with state or federal agencies as they relate to environmental approval of the Project.
 - 1.2.2. The Developer will coordinate the submission of documents for concurrent Agency review with the Department.
 - 1.2.3. The Department is responsible for coordinating all review activities listed in the expedited review schedule defined in Exhibit 2, General Review Schedule. The Department is responsible for working with the lead agency, the cooperating agencies and any affected entities to ensure a timely and thorough coordination process through a specified staff working group. The Developer will be an integral participant throughout the concurrent review process to rapidly address comments and concerns necessary to secure clearance within the expedited review schedule.

2. Right-of-Way Acquisition

- 2.1. Except as provided in article 6, the Developer, independently of the Department, is responsible for the acquisition and provision of any right-of-way or real property needed for the Project.
- 2.2. The Developer will establish and maintain a project tracking system that is acceptable to the Department and that shows the right of way surveying and mapping, appraisal, acquisition, and relocation status of each parcel.
- 2.3. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required conveyance documents and other right-of-way related deliverables required by the Department for their permanent files.
 - 2.3.1. Within ten (10) days after commencement of work on each individual highway improvement, the Developer will confirm in writing all agreed-upon terms relating to the acquisition of right-of-way to the Department and all agreements will remain in effect until appropriate title to the New Right of Way is conveyed to the State of Texas.
 - 2.3.2. The Developer will provide the Department with a certification that it has received the Department's Right of Way Manual Collection and that it will comply with the procedures in that collection.
 - 2.3.3. For each parcel to be acquired, the Developer will use checklists approved by the Department.

- 2.4.** The Developer will prepare right-of-way maps, field notes, parcel plats, and other data as needed to describe the right-of-way and access rights necessary for the Project.
 - 2.4.1.** The field notes and parcel plats will be signed and sealed by a Registered Professional Land Surveyor currently licensed by the "Texas Board of Professional Land Surveying."
 - 2.4.2.** Copies of this data for a representative segment of right of way will be delivered to the Department before beginning the standard process for acquisition of right of way for each individual highway improvement.
- 2.5.** The Developer will acquire in the name of Williamson County fee simple title and any required drainage channel easements free and clear of all liens and encumbrances for all land to be used as right-of-way for the Project.
 - 2.5.1.** Title to the New Right of Way will exclude oil, gas, and sulfur from the deed without any right in the owners to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining.
- 2.6.** The Developer is responsible for the negotiation of access points at the time of acquisition based on Department's Roadway Design Manual, the Department's Access Management Manual, and the preferred engineering access points shown on the schematic for the highway improvement.
 - 2.6.1.** The access points for each highway improvement will be incorporated into the deed when the property is acquired and will be transferred to the Department when that highway improvement is completed.
- 2.7.** Subject to the force majeure provisions of this Agreement, the Developer will ensure that all right-of-way used in constructing the Project will be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Developer. The Developer shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants in the right of way have been adequately mitigated or that the Developer otherwise meets the requirements for regulatory closure.
- 2.8.** The Developer will, upon completion of individual highway improvements, convey all ownership of the New Right of Way to the State of Texas through the Department. The conveyance shall be in a form acceptable to the Department and shall be of fee simple title. Developer shall also convey all applicable conveyance instruments to the Department for its permanent files.
 - 2.8.1.** The Developer will also provide the Department with title insurance for the New Right of Way in the name of the State of Texas as the insured owner.
 - 2.8.2.** The Developer will provide tracings and electronic files of right-of-way maps to the Department.
 - 2.8.3.** The Developer will also provide the Department a final map showing the final location of all utility lines that were adjusted or remained in place and joint use numbers assigned to those utilities.

3. Utilities

- 3.1. The Developer is responsible for determining the scope of utility work if the required right of way encroaches on existing utilities and the Project requires their adjustment, removal, or relocation. Utilities will not be adjusted, removed, or relocated before environmental approval is secured.
- 3.2. The Developer is responsible for notifying the appropriate utility company to schedule adjustments.
- 3.3. The Department will grant the Developer or its authorized representative site access required to execute the work and will issue right of entry for the performance of utility relocation.
- 3.4. The Developer, unless specified in separate agreements with the Austin District, is responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities.

4. Engineering Services

- 4.1. The Developer will remain the single point of contact for engineering and design issues. All correspondence and instruction to the design consultants will be the sole responsibility of the Developer.
- 4.2. At the commencement of an individual highway improvement, the Developer will coordinate a Design Concept Conference with the Department to establish the performance parameters and design requirements for the highway improvement, including the Pavement Design, Hydraulic Design, Design Concept Conference Forms and Typical Sections, which will remain in place throughout the implementation of the highway improvement.
- 4.3. All plans, specifications, and estimates developed by or on behalf of the Developer shall conform to the latest version of the Department's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and shall conform to department-required special specifications and special provisions. The Department's executive director may exercise discretion in authorizing an alternative specification or alternative design criteria. The construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent. Geopack Design files as defined by the Austin District shall be furnished to the Department within 30 days of project completion.
- 4.4. If the Department determines that the complete plans, specifications, and estimates are unacceptable, the Developer shall correct the design documents to the Department's satisfaction. Should additional specifications or data be required by the Department, the Developer shall redesign the plans and specifications to the Department's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Developer.
- 4.5. If exceptions to the Department's design criteria are required as specified in the Department Roadway Design Manual, a request for exceptions shall follow the procedure set forth in that manual.
 - 4.5.1. If it becomes necessary to change a design after it has been approved by the Department, and if that change does not require the adoption of alternative design criteria or an exception to the Department's design

criteria, the Developer will coordinate with the Department and FHWA for approval of the change.

- 4.5.2. The Department shall have no more than 10 business days after receiving a proposed design change to either (1) to approve the design change as proposed by the Developer or (2) to respond with a Department-recommended alternative to the design change.
- 4.5.3. If the Department responds with an alternative to the design change, the Developer and the Department shall work diligently to develop a mutually agreeable design solution.
- 4.5.4. The Department is responsible for obtaining any necessary approval from FHWA.

4.6. Reviews

- 4.6.1. The Department will transmit the pavement design to the Developer at the project's design concept conference. After the pavement design has been issued by the Department, it may not be changed by either party without the written consent of the other.
- 4.6.2. When design is 30% complete, the Developer will coordinate the submission of the following design information for a joint review session between the Developer and the Department to allow comments and concerns to be addressed by the Developer within the expedited review schedule defined in Exhibit 2, General Review Schedule.
- 4.6.3. The following will be reviewed as set forth in Exhibit 1, Roles and Responsibilities.
 - 1) Preliminary cross sections showing existing utility lines, R.O.W.
 - 2) Plan and profile sheet showing existing and proposed:
 - a) R.O.W. lines
 - b) Roadway alignments and profiles
 - c) Intersecting streets
 - d) Curb and lane lines
 - e) Existing Utilities
 - 3) Existing and proposed typical sections including pavement section
 - 4) Preliminary title and index sheets.
 - 5) Preliminary drainage area map, discharge relationships and drainage calculations.
 - 6) Storm drainage master plan.
 - 7) Preliminary culvert layouts.
 - 8) Preliminary bridge and bridge classification culvert layouts, including test hole information.
 - 9) Preliminary retaining wall layout, including test hole information.
 - 10) Sequence of work outline for traffic control.
 - 11) Preliminary traffic control typical sections and layouts.
 - 12) Preliminary intersection layouts.
 - 13) Preliminary utility layouts - identify potential conflicts and exchange of information with existing utilities.
 - 14) Update estimates and prepare preliminary roadway and drainage quantity summary sheets.
 - 15) Updated design contract schedule.

- 4.6.4.** When the Project design is final, the Developer will coordinate the submission of the following information to the Department for concurrent review to allow comments and concerns to be addressed by the Developer to secure approval of the Department and FHWA within the expedited review schedule defined in Exhibit 2, General Review Schedule.
- 1) Seven (7) copies of final plans, specifications, and engineer's estimate.
 - 2) Revisions to the preliminary design submittal.
 - 3) Proposal to award construction contract in compliance with applicable state and federal requirements.
 - 4) Proposed contract administration procedures for the construction contract with criteria that comply with the applicable national or state administration criteria and manuals.
 - 5) Documentation of all environmental permits, issues, and commitments that will be addressed in construction.
- 4.6.5.** Approval by the Department of this final design submittal will constitute authorization for the Developer to advertise for construction bids.
- 4.6.6.** For any individual highway improvement with a construction cost over \$25 million, the Developer shall conduct a value engineering workshop.

5. Construction Responsibilities

- 5.1.** The Developer will retain a third party firm, approved by the Austin District, to supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. The Developer shall prepare all manuals and agreements required for Department and FHWA oversight. Construction material testing shall be in conformance with Department Policy. The resolution to all non-complying tests and/or failing tests shall be determined by the Austin District. The Developer's lane closure policies must be approved by the Austin District prior to the letting of any project. Lane closure policies may be adjusted only with the approval of the Austin District. The Department will participate in the development of and be able to include items on the final "punch list" for each project. The project's "Notice of Completion" will not be issued by the Developer and accepted by the Department until all "punch list" items have been resolved to the satisfaction of the Department. Upon the Developer awarding a construction contract, the Developer is responsible for all maintenance within the limits of the project including but not limited to mowing, litter pickup, sweeping, dust control, ice control, and traffic signal maintenance.
- 5.1.1.** All correspondence and instruction to the contractor performing the work will be the sole responsibility of the Developer.
- 5.1.2.** All work will be performed, unless otherwise specifically stated in the contract documents for the Project, in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.

- 5.2. The Department will allow the Developer or its authorized representative to have access to the site to perform any activities required to execute the work and issue a right of entry for the performance of all construction activity.
- 5.3. The Developer will negotiate and approve all Change Orders and contract revisions that the Developer finds necessary or convenient to accomplish the construction activities for the Project. For Change Orders and contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Developer must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.
- 5.3.1. The Developer will document any such changes, including a proposed course of action.
- 5.3.2. The Developer will notify the Department of the need for such changes and submit the appropriate documentation.
- 5.3.3. The Department shall have no more than 10 business days after the Developer's submission either to approve the changes as submitted by the Developer or to respond with the Department's proposed revisions.
- 5.3.4. If the Department responds with revisions, the Developer and the Department will work diligently and in good faith to develop mutually agreeable changes that shall then be implemented by the Developer.
- 5.3.5. The Developer shall be responsible for obtaining any required approvals from federal, state, or local governmental authorities, with the exception of the Department and FHWA, and except as otherwise specified in this agreement.
- 5.3.6. To the extent that a Change Order requires the adoption of alternative design criteria, an exception to the Department's design criteria, or a change in the approved design, the design must be approved as set forth in Sections 4.3, 4.4, or 4.5, as applicable.
- 5.4. The Developer will comply with applicable Federal requirements throughout the procurement and construction process in order to maintain the Department's eligibility for Federal reimbursement for Project costs. The Developer's compliance with requirements necessary to maintain eligibility for federal reimbursement is a condition precedent to performance by the Department.
- 5.5. The Developer shall include in their contract documents the requirement that all warranties shall be transferred to the Department upon "Notification of Completion" of the projects.
- 5.6. Within six (6) months of issuance of the "Notification of Completion," the following documentation will be provided to the Department:
- 1) Record Drawings
 - 2) Engineer Certification of Project Completion
 - 3) Right of Way Parcel Information (Exhibits, Descriptions, Right of Way Maps, Field Notes, etc.)

6. General

- 6.1. Unless otherwise specified in this agreement, all actions required of the Developer shall be taken by the Developer's Program Manager, who shall be an individual designated by name by the Williamson County Commissioners Court. The Developer's Program Manager may delegate responsibility to another person in a writing provided to the Department.
- 6.2. Unless otherwise specified in this agreement, all actions required of the Department shall be taken by the Department's District Engineer for the Austin District. The District Engineer may delegate responsibility to another person in a writing provided to the Developer. Whenever this agreement requires an action to be taken by the Department's executive director, that responsibility may be delegated to another Department employee who is not below the level of district engineer. On request, the Department will provide the Developer with a copy of the executive director's delegation of authority.
- 6.3. The Developer and the Department will attempt to agree on the procedures and policies to be used by the Department in the auditing of Project activities.
- 6.4. The Developer and the Department will attempt to agree on a transition plan at the time of or before completion of the Project.
- 6.5. The Developer will schedule regular meetings with the Department to maintain the communication necessary to successfully implement the Project.
- 6.6. The Developer will prepare program organizational and management documents, including Program Management Plan and Quality Control/Quality Assurance Plan for all work products. The Developer will provide these documents to the Department for all contracted firms participating in the Project.
- 6.7. The Developer will maintain all documentation relative to implementation and completion of the Project, including without limitation documentation relating to environmental issues, acquisition of right of way, preliminary and final design, and bidding, award, and construction of the Project.

Exhibit 1: Roles and Responsibilities for Each Entity

| | Responsible Party |
|---|-----------------------------|
| Preliminary Engineering | |
| Retain Consultant | Developer |
| Develop Preliminary Design | Developer |
| Develop Preliminary Cost Estimate | Developer |
| Define Right of Way Requirements | Developer |
| TxDOT Review and Approval of Preliminary Engineering Report | Developer, Department |
| | |
| Environmental Review | |
| Retain Consultant | Developer |
| Draft Environmental Documents | Developer |
| Schedule & Conduct Public Meetings | Developer, Department |
| Environmental Document Review | Developer, Department |
| Concurrent Review of Environmental | Developer, Department, FHWA |

| | |
|---|-----------------------------|
| Documentation | |
| Resource Agency Review | Developer, Department, FHWA |
| Notification and Documentation of Comments | Developer |
| Publish and Hold Public Hearings | Developer, Department |
| Analyze and Document Public Hearings | Developer |
| Final Review | Developer, Department, FHWA |
| Document Approval | Department, FHWA |
| Environmental Permits, Issues, and Commitments | Developer |
| | |
| Permitting | |
| Develop Required Permit Applications | Developer |
| Submit Required Permit Applications | Developer, Department |
| | |
| Right of Way Acquisition | |
| Develop Right of Way Budget | Developer, Department |

| | |
|---|-----------------------|
| Retain Surveyor | Developer |
| Develop Right of Way Map and Parcel Sketches | Developer, Department |
| Retain Appraisers | Developer |
| Work with Owners on Donations, Access, Etc. | Developer |
| Purchase Parcels at Developer's Risk | Developer |
| Purchase Parcels After NEPA Process | Developer, Department |
| Eminent Domain Proceedings | Developer |
| Utility Identification and Relocation | Developer, Department |
| Audit of Right of Way Process | Department |

| | |
|--|--------------------------|
| | Responsible Party |
| Design | |
| Retain Designer, Geotech, Surveyor, and other professional service providers | Developer |
| Develop 30% Submittal Package | Developer |
| 30% Submittal for Department Review | Developer |
| Final Submittal for Department Review | Developer |
| Approval of Design | Department, FHWA |
| | |
| Bid for Construction | |
| Preparation of Bid Documents | Developer |
| Advertisement for Bids | Developer |
| Bid Opening, Evaluation, and Award | Developer |
| | |
| Construction | |

| | |
|--|----------------------------------|
| Coordination with Utilities for Relocation | Developer |
| Issuance of Construction Notice To Proceed | Developer |
| Administration of Construction Contract | Developer |
| Inspection of Construction | Developer, Third Party Inspector |
| Issuance of Notification of Completion | Developer |

Exhibit 2: General Review Schedule

Specific timelines are incorporated into the timeline for each highway improvement.

| Type of Review | | | Review Time |
|----------------|-------------------------------------|---|--------------------|
| 1 | Preliminary/Schematic Layout Review | | 2 weeks |
| 2 | Environmental Review | District Environmental Review | 2 weeks |
| | | Document Revisions | 1 week |
| | | Environmental Review | 2 weeks |
| | | Document Revisions | 1 week |
| | | Resource Agency Review | 45 days minimum |
| | | FHWA Review | 30 days |
| | | Document Revisions | 1 week |
| | | Release to Public Hearing <ul style="list-style-type: none"> Advertising for public hearing Conducting Public Hearing | 6 weeks |

| | | | |
|---|--|---|---------|
| | | Comment Period | 10 days |
| | | Public Hearing Summary and Analysis | 3 weeks |
| | | Preparation | |
| | | Department Review of Summary and Analysis | 3 weeks |
| | | FHWA Review of Summary and Analysis | 30 days |
| 3 | Review of Plans, Specifications, and Estimates | 30% Completion | 2 weeks |
| | | 100% Completion | 2 weeks |
| | | Federal Approval of Letter of Authority | 1 week |