Landscape Cost Sharing Program

Texas Department of Transportation

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Table of Contents

Introduction 2

Program Overview 2

Frequently Asked Questions 3

- Which routes are eligible?
- Who should submit the application?
- What type of support is available from the department?
- Are there any prohibited design features?
- What about lights, benches and trash receptacles?
- What about maintenance?
- How can state funds be used?
- Are there minimum cost requirements?
- What are acceptable contributions?
- How is value of non-cash contributions determined?
- Is a cash contribution required?
- What about overruns and underruns?
- What type of agreement will be required?
- How long does it take to begin construction?
- Will the local government or donor receive recognition for participating?
- What is the application procedure?

Sample Agreements 11

Rules and Regulations 22

TxDOT District Offices 30

TxDOT District / County Map 32

Application Form 33

Recycled Paper

Introduction

The vision of the Texas Department of Transportation (TxDOT) is to provide transportation systems and alternatives that are comfortable, safe, durable, cost-effective, accessible, environmentally sensitive and aesthetically appealing. The Texas Transportation Commission actively supports sound landscape development of the right-of-way and encourages cooperative landscape development projects. The commission recognizes that the long term success of landscape development is contingent upon local community involvement.

To promote the cooperative landscape development of our highway system, the commission created the **Landscape Cost Sharing Program**. This brochure is an informational guide to assist communities in developing cost sharing projects.

The **Landscape Cost Sharing Program** was originally established in February 1989 and amended in July 2002. The commission has set aside state funds to be used to share in the cost of joint landscape development projects throughout Texas. The program is operated under the rules and definitions pertaining to **Public Participation Programs, Sections 2.62-2.66 of Title 43, Texas Administrative Code.** These regulations are included in this brochure for your information.

As the regulations represent administrative law, each potential **Cost Sharing Program** project must be governed by these regulations.

Program Overview

The Landscape Cost Sharing Program allows private businesses, civic organizations and local governments an opportunity to support the aesthetic improvement of the state highway system by sharing the project development, establishment and maintenance cost of landscaping the state highway system. The local government or donor will enter into an agreement with TxDOT and participate in the cost of the project by providing cash or eligible non-cash contributions.

Projects must be located on state highway right-of-way. Certain criteria must be considered before a project site is selected. For example, the project must not interfere with the safety of the travelling public and the project site must not be slated for roadway construction in the short term. Site specific considerations that must be meet TxDOT policy and procedure for the project to be authorized.

The TxDOT District Office in which the project is located will be the point of contact for the project. Any questions about project specifics or eligibility should be directed to the local TxDOT district engineer. A list of these district offices is included in this document.

The project design must follow TxDOT policy and be appropriate for the particular location. The project plan may be developed by TxDOT or provided by the local government or donor and approved by TxDOT. The cost of the design plan (up to certain limits) is an eligible non-cash contribution which may be included as part of the local government or donor match.

There are two categories of landscape development, **highway landscaping** and **pedestrian landscaping**. **Highway landscaping** is a project design intent which attempts to provide primarily for the installation of native, naturalized or adapted plant material within the project limits. Landscape amenities associated with the planting plan such as retaining walls, plant bed preparation and irrigation systems are eligible items in a highway landscape project.

TxDOT will participate at a rate not to exceed 50 percent of the total cost of a **highway landscape project** including a project establishment period of 24 months and preparation of the project plan. TxDOT will evaluate accepting labor, equipment, materials, design services and cash as a contribution toward the proposed project. The local government or donor shall be responsible for all maintenance upon completion of the project.

Pedestrian landscaping is a project design primarily oriented to pedestrian usage. Typical items include but are not limited to parking areas, sidewalks, ramps, cycling or jogging trails, benches, trash receptacles and illumination.

TxDOT will participate by furnishing materials at a rate not to exceed 50 percent of the total cost of a **pedestrian landscape project**, excluding project establishment, maintenance and the preparation of the project design plan. TxDOT will not accept the cost of the design or the cost of project establishment as a contribution toward the proposed project. The local government or donor shall be responsible for all maintenance upon completion of the project.

Generally, a project must exceed $25,000 if constructed by TxDOT and $5,000 if TxDOT is supplying materials only. If the project is constructed by TxDOT, all applicable statutes, rules and procedures relating to scheduling, processing and administering a highway improvement project through the department's letting process will apply. If the department is to provide materials to the local government for the project, applicable statutes, rules, and procedures relating to the purchase of materials using state funds will apply.

The following Frequently Asked Questions will provide more information. For further information contact the local TxDOT District Office or the Design Division, Landscape Section at TxDOT Headquarters in Austin.

Frequently Asked Questions

Which routes are eligible?

Routes must be on the designated permanent state highway system under the jurisdiction of the Texas Department of Transportation; appropriate examples include interstate highways, US highways, state highways, state spurs, state loops, farm-to-market and ranch-to-market roads, business routes and recreational roads. City streets and county roads are not eligible for participation in the program.

Contact the local TxDOT District Office with any question about location.

To qualify a particular route as a potential site for work under the Landscape Cost Sharing Program, the route must meet the following requirements as well:

Future Construction: The route should not be scheduled for future highway construction that would destroy or alter the proposed landscape development. The department must retain the right to make necessary highway improvements to the state highway system that might preclude some locations from work under this program. Check with your local department district office about the possibility of future construction.

Right-of-Way and Safety Considerations: Each site must meet reasonable requirements relating to the area available to perform landscape improvements. These restrictions are to protect the safety of the travelling public by providing a

recovery area for vehicles leaving the paved surface. They are also necessary to prevent plant material from being removed when necessary improvement to drainage channels or utility construction occurs. Although each project must be considered individually, generally the following criteria shall apply:

- Minimum clear distance of 15 feet from the edge of the travelway to the nearest shrub.
- Minimum clear distance of 30 feet from the edge of the travelway to the nearest tree whose mature caliper will be 4 inches or greater.
- Adherence to acceptable sight distance considerations.

Who should submit the application?

Any local government, defined as either a city or a county, may participate in the program if the proposed project is within their jurisdiction.

Private business or civic associations may participate in the program by acting as a non-governmental donor directly to TxDOT or as a donor through the local government. To provide donations directly to TxDOT, the donor must be located in the county or a county adjacent to the county in which the project site is located.

To participate as a donor through the local government, the donor must provide to the local government cash or non-cash donations of at least 25 percent of the local government's share of the eligible project cost. The local government will then act as a pass through for non-governmental entities. It will be the donor's responsibility to coordinate with the city or county as necessary to gain support and facilitate the submittal of the proposed project. A single coordinating entity should be established for those projects supported by multiple donors.

What type of support is available from the department?

The level of participation will vary depending if the project design is classified as a **Highway Landscape Project** or a **Pedestrian Landscape Project** by TxDOT.

Highway Landscape Projects are those sites which, after installation, give the visual impression of belonging to the highway route rather than being an extension of adjacent property. Examples of highway landscaping sites include major interstate highway interchanges or other routes where ample right-of-way is present. Normally, the projects include native and naturalized trees, shrubs and wildflowers. They may also include drip or bubbler irrigation systems, earth berms and, on a limited basis, retaining walls and concrete pavers to reduce maintenance-intensive areas. On **Highway Landscape Projects**, TxDOT will evaluate sharing the total cost of the project on an equal basis. The total cost may include the fair market value of the donor's preparation of the project design plan and the fair market value of project establishment activities for a period of 24 consecutive months. TxDOT will evaluate constructing the project through a contract administered by the department, or purchasing and furnishing the material to the donor for installation.

TxDOT will only consider the first 24 months of a project's maintenance, known as the establishment period, as an acceptable part of the project costs. After 24 months, the local government or donor must accept total project maintenance for the life of the project. Any costs incurred (or projected) after the initial 24 months are the responsibility of the local government or donor.

Pedestrian Landscape Projects are those that give the visual impression of being an extension to adjacent private or public property outside the highway corridor. They also could include facilities that encourage pedestrian use such as walkways, historic or specialized lighting systems, benches, trash receptacles, etc.

The local government or donor has sole responsibility for preparing the **Pedestrian Landscape Project** design plan and for all maintenance activities. We cannot share in the cost of these activities and cannot include the fair market value of the design plan or maintenance activities as a contribution item from the local government or donor.

TxDOT can furnish material only for a **Pedestrian Landscape Project** at a value up to 50 percent of the cost of the project (not including the project design plan and maintenance costs). The state cannot obligate funds in excess of the final acceptable contribution value available from the local government or donor.

Example: If the final negotiated value of installing 100 trees, 50 shrubs and irrigation system components by the city on a Pedestrian Landscape Project is set at $25,000, we cannot obligate state funds greater than $25,000. These funds would be used to purchase the trees, shrubs and irrigation system components which would then be furnished to the city for installation.

Are there any prohibited design features?

Yes. Regardless of whether the project is classified as **a Highway Landscape Project** or a **Pedestrian Landscape Project**, the following items cannot be included within a Landscape Cost Sharing Program project:

- Designs that require an intensive maintenance commitment to ensure success. Examples include seasonal color flower beds, large ground cover areas, rose gardens, etc.
- Flagpoles or pennant poles
- Statues or other art work
- Fountains or other water features
- Full-width or "Lawn-type" irrigation systems. Only irrigation systems that are designed to provide water to tree and shrub groups are permitted.

The local TxDOT District Office will offer advice about any design feature that may be in question.

What about lights, benches and trash receptacles?

The department may consider these items acceptable elements of a Pedestrian Landscape Project. The local government or donor, however, must accept full responsibility for their cost, installation and maintenance. The department cannot participate by furnishing these items and cannot accept the value of these items as a portion of the local government or donor contribution.

What about maintenance?

Each project installed under the Landscape Cost Sharing Program must include provisions for maintenance. Maintenance costs during the first 24 month establishment period of a project may be considered as an eligible cost only on Highway Landscape Projects. After the establishment period the local government or donor must assume total maintenance responsibilities for the lifetime of the project.

The local government or donor must accept full responsibility for all maintenance costs incurred during the lifetime of a Pedestrian Landscape Project.

The only exception to the maintenance requirement involves a project that consists of native wildflowers only. In these projects, maintenance is not always needed and may be waived by the department.

How can state funds be used?

State funds can only be used through the department's competitive bid process.

TxDOT must purchase material using an 'open market' basis following applicable statutes, rules and procedures. This process, which may be coordinated by the General Services Commission, solicits bids from vendors located both within and outside of Texas. The state awards bids on a low bid basis.

If TxDOT is to perform any work through a construction contract, the statewide highway letting process must be utilized. This process advertises projects, receives bids on a monthly basis and awards contracts to the lowest bidder.

The Landscape Cost Sharing Program is not a reimbursement program. The donor cannot install a project and request a check from the department for any percentage of the total cost.

Are there minimum cost requirements?

Yes. The minimum acceptable contribution from the local government or donor must equal or exceed $2,500 if TxDOT is to furnish materials only.

If a construction contract is to be let, the minimum contract estimate should equal or exceed $25,000. The amount of state funds obligated plus the cash contribution by the local government or donor must equal or exceed $25,000.

What are acceptable contributions?

Acceptable contributions from donors depend upon whether the project is a Highway Landscape Project or a Pedestrian Landscape Project. For **Highway Landscape Projects,** TxDOT will evaluate accepting cash contributions and the fair-market values of the following "in-kind" (non-cash) contributions:

- Design services
- Acceptable materials
- Labor and equipment costs for installation activities
- Labor and equipment costs for 24 months of establishment activities.

For **Pedestrian Landscape Projects**, TxDOT will evaluate accepting cash contributions and the fair market value of the following 'in-kind' (non-cash) contributions:

- Labor and equipment for installation activities by the local government or donor
- Acceptable materials furnished by the local government or donor.

How is the value of 'in-kind' contributions determined?

The value of 'in-kind' (non-cash) contributions must be based on fair market value of services or materials provided. Acceptable contributions must be reasonable and compatible with local wage rates, material costs, etc.

The value of these contributions must be fully documented by the local government or donor.

Donors should fully document and itemize the method used to arrive at the proposed fair-market, non-cash value of recommended contribution items.

Note: For **Highway Landscape Projects**, the maximum design fees are stipulated within the regulations. For projects whose material, installation and maintenance costs are up to $200,000, the maximum design fee is 8.5 percent. For projects whose material, installation, and maintenance costs exceed $200,000, the maximum design fee is 7.5 percent.

Is a cash contribution required?

No. Many projects are authorized which involve "in–kind" (non-cash) contributions only. TxDOT will evaluate "matching" the total acceptable value of 'in-kind' (non-cash) contributions. Acceptable contributions include the fair market value of labor and equipment to install and maintain plant material, as well as the fair market value of furnishing the project design plan for a **Highway Landscape Project** subject to the above limitations.

If the state's 'matching' contribution or obligated amount is enough to perform the work requested a cash contribution is not required. If the state's obligated amount does not cover the cost of the work requested, additional contributions (either cash or 'in-kind') would be required of the local government or donor.

Example #1: The donor's proposal requests that the department purchase trees, shrubs and wildflower seed. TxDOT is to purchase the plant material and the donor will provide for the installation and the subsequent two-year establishment activities as well as the project design plan.

The donor estimates a value of $1,500 for the project design plan, $5,000 for plant material installation activities and $5,000 for the establishment activities. The donor's total contribution is $11,500.

The donor's estimate of cost for the trees, shrubs, and wildflower seed is $11,500.

TxDOT will match the donor's total contribution of $11,500 with an equal amount. The state's obligated amount ($11,500) plus the cash contribution of the donor ($0) is sufficient to purchase the materials, so no additional cash is required from the donor.

If the state's obligated amount plus the cash contribution of the donor does not cover the cost of the work requested, additional contribution would be required of the donor.

Example #2: The donor's proposal requests that the department purchase trees, shrubs and wildflower seed. TxDOT is to purchase the plant material, and the donor will provide for the installation and the subsequent two-year establishment activities as well as the project design plan.

The donor estimates a value of $1500 for the project design plan, $5000 for plant material installation activities and $5000 for the establishment activities. The donor's total contribution is $11,500.

The donor's estimate of cost for the trees, shrubs, and wildflower seed is $14,500.

TxDOT will match the donor's total contribution of $11,500 with an equal amount. The state's obligated amount ($11,500) plus the cash contribution of the donor ($0) is **not** sufficient to purchase the materials, so a cash contribution is required from the donor.

TxDOT and the donor may share in the cash shortfall on a 50/50 basis, so each party should provide an additional $1,500.

The state's revised obligated amount ($11,500 + $1500 = $13,000) plus the cash contribution of the donor ($1500) is now a sufficient amount to purchase the materials ($13,000 + 1500 = $14,500).

What about overruns and underruns?

Project estimates are based on past history, professional judgment, current prices and other factors using the latest figures available. Actual costs will normally vary somewhat from the original estimate.

Since TxDOT is prohibited by state law from extending the credit of the State of Texas, the state's obligated amount plus the cash contribution (deposited in an

escrow account) must meet or exceed the project expenditures. Project overruns or underruns must be handled by the department as follows:

- **Construction Projects Administered by the State**

Overrun: TxDOT may reject any or all bids received, reduce the scope of work to be performed and rebid the project, or recommend awarding the project contingent upon additional donor contribution. The donor must agree to provide a cash contribution equal to one-half of the overrun or 'non-cash' contribution equal to the entire amount of the overrun.

Underrun: The department will recommend award of the bid or bids. No cash refunds will be made to donors who contribute only "non-cash" activities to the project. Cash contributions will be eligible for refund based on the percentage of participation.

- **Projects That Require the Purchase of Material**

Overrun: TxDOT may reject any or all bids received, reduce the quantity of material to be purchased and rebid the requisition or recommend awarding the bid contingent upon additional donor contribution. The donor must agree to provide a cash contribution equal to one-half of the overrun or 'non-cash' contribution equal to the entire amount of the overrun.

Underrun: The department will recommend award of the bid or bids. No cash refunds will be made to donors who contribute only "non-cash" activities to the project. Cash contributions will be eligible for refund based on the percentage of participation.

What type of agreement will be required?

There are several required agreement provisions that must be placed within each Landscape Cost Sharing Program project beyond the project-specific responsibilities. These include:

- Indemnification
- Disputes
- Amendments
- Successors and Assigns
- Insurance (If the local government, donor, or contractor performs any work on state right-of-way).
- Long term maintenance responsibilities
- Overruns and Underruns

How long does it take to begin construction?

Each individual project must be authorized by the district engineer. Before presenting the project to the district engineer for approval, however, TxDOT and the donor must have negotiated the project to the extent that all responsibilities and costs are documented and the donor has accepted the draft agreement. The time to complete this process varies with the complexity of the project.

Once the district engineer has approved the project, the final agreement will be sent to the local government or donor for signature. No purchase requisitions will be released nor projects authorized for construction until the agreement has been signed by both parties.

Normally it takes approximately four (4) months from the time purchasing requisitions are released by the department until material delivery occurs.

Final plans, specifications and estimates for a construction project must be completed approximately five (5) months before the date bids are to be received.

The best time for planting trees and shrubs is during the cooler fall, winter or early spring months. Wildflowers are normally planted during the fall. These time constraints must be taken into consideration for planning purposes.

Will the local government or donor receive recognition for participating?

Yes. The department will erect a temporary sign that identifies this project as a cooperative landscape project. The standard sign is four feet by four feet (4' x 4') in size and will be the least expensive and most effective for each situation. Exceptions to the standard signage are possible, but they must be approved by TxDOT on a case by case basis. All costs for non-standard signage must be paid by the local government or donor and will not be considered as part of their contribution to the project.

What is the application procedure?

Contact the local TxDOT district engineer responsible for the area in which the project is to be located. Any questions concerning possible project locations, design concepts and submittal responsibilities should be directed to the district engineer. TxDOT will assess the project and determine the acceptability of the proposed project location, the design concept and clarify who will be responsible for submitting the formal application and coordinating the project.

The application should then be completed and returned to the district engineer. A thorough and accurate listing of all proposed project activities and estimated costs is required in order to develop the funding summary sheet. When working the funding calculation, it is important that the **total funds available** (the state's obligation + the donor's cash contribution) be sufficient for the department to accomplish the tasks listed under "State" on the itemized breakdown of project activities.

For general information about the Landscape Cost Sharing Program, you may also contact the Landscape Design Section of our Design Division in Austin at the following address:

Design Division
Landscape Design Section
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483

SAMPLE AGREEMENT

FOR

GOVERNMENTAL ENTITIES

(This is a representation of the agreement, which could change. The most current agreement must be obtained from the Office of General Counsel.)

County _____
Location_____

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

LANDSCAPE COST SHARING PROGRAM
FOR GOVERNMENTAL ENTITIES

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the County of Bastrop, Texas acting by and through its duly authorized officials as evidenced by Resolution which is attached to and made part of this contract, hereinafter called the Local Government.

WITNESSETH

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 222 authorizes a local government to contribute funding to the development of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as landscape development, hereinafter called the “Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State, and has established a Landscape Cost Sharing Program, 43 Texas Administrative Code section 2.65 et seq.;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered
This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities
The State will authorize the performance for contracted agreements of only those Project items of work which the Local Government has requested and has agreed to maintain as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Texas Government Code, Chapter 2106 requires the State to recover indirect costs associated with this agreement as calculated based on prevailing rates specified in the State's Indirect Cost Recovery Program.

SAMPLE

Article 3. Responsibilities of the Parties
The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 4. Inspection and Conduct of Work
Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the Local Government. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 5. Maintenance
Upon completion of the installation of the Project by the Local Government, the Local Government will assume responsibility for the maintenance of the completed Project.

Article 6. Termination
This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein;
- by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

A. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
C. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
D. The State will not pay interest on any funds provided by the Local Government.
E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

Article 7. Notices
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

SAMPLE

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 8. Sole Agreement
In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 9. Successors and Assigns
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 10. Amendments
By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 11. Signatory Warranty
The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

THE LOCAL GOVERNMENT

Bastrop County

By_____ Date_____

Typed or Printed Name and Title_____

SAMPLE

Attachment A
Payment Provision
and
Work Responsibilities

SAMPLE

Payment Provision

The total estimated cost of the Project is $100,000.00, and shall be funded jointly by the State and the Local Government. State funds in an amount estimated to be $50,000.00 will be utilized to authorize the performance for contracted agreements for the Project. The Local Government's total contribution is estimated to be $50,000.00, which includes a $20,000.00 cash contribution, and a non-cash contribution is $30,000.00 that represents the agreed, fair-market, non-cash values of eligible Project costs. These payments will allow for a total obligated amount of $70,000.00 for the project installation.

The State will make recommendation of award for the bid(s) received for contracted agreements for the Project as follows:

1. If, the cumulative total of the lowest bid(s) exceeds the total obligated amount, the State and the City shall share in the cost of the overrun on an equal basis, each contributing 50% of the overrun. The State, in order to insure that available State funds are not exceeded, and at its sole option, may reject any or all bid(s).

2. If, the cumulative total of the lowest bid(s) does not exceed the total obligated amount, the State will recommend award of the bid(s). The State will not contract services in excess of the quantity shown in the Project Design Plan to insure the full amount of State funds obligated for this Project is expended.

Work Responsibilities

A. Local Government agrees to:

1. Furnish the State a check in the amount of $20,000.00 at least 45 days prior to the State bidding letting date.

2. Furnish the water meter and electrical service in the location shown on the Project Plan within 30 days of the State executing the construction contract.

3. Furnish the State in writing overall clearance with all appropriate regulatory agencies prior to beginning any installation and/or maintenance activities.

4. Furnish the State any revisions or modifications mutually agreed upon between the Local Government and the State.

5. Verify location of all utilities within project area. Utility considerations shall include but not limited to the following: gas, water, electricity, fiber optics, telephone, signals, lighting, CTMS, sanitary sewer, etc.

6. Provide for all necessary right-of-way and/or utility adjustments needed.

7. Furnish all labor, equipment, and incidentals to provide for the installation of the electrical and water services as specified in plans and described herein.

8. Furnish all labor, equipment, materials, and incidentals to provide for maintenance activities that shall include but not be limited to the following:

   Plant Maintenance

   For the work of plant maintenance, all reasonable means shall be employed to preserve the plants and vegetative material existing within the project limits in a healthy and vigorous growing condition. This maintenance activity shall include but not be limited to the following:

   (1) Provide vegetative watering of plant material.
   (2) Plant bed and basin maintenance including shaping, weed control, mulch layer, and ring construction.
   (3) Plant replacement.
   (4) Insect, Disease, and Animal Control.
   (5) Fertilizing.
   (6) Mowing and Trimming.
   (7) Restaking, Reguying, Rebracing and/or Removal of Staking, Guying, and Bracing.
   (8) Pruning.
   (9) Litter pick-up

   Irrigation System Operation and Maintenance

   Permanent irrigation system operation and maintenance shall include, but not be limited to, water, monitoring, adjustment, repair, and proper operation of the existing irrigation system as required to insure adequate moisture to the plant material existing on the site. All replacement parts shall be of the same type and manufacturer as originally installed. Substitute parts may be allowed with the approval of the State prior to replacement.

9. Provide inspection of all maintenance work performed as may be required to ensure that the work is accomplished in accordance with the approved plans and specifications. The Local Government inspector shall report, as directed, activities of the contractor and notify the State of all correspondence and instructions to the contractor performing the work. The State shall have final authority over all issues that may arise during work as called for in the approved plans and specifications.

10. Submit for approval a traffic control plan and provide, erect and maintain barricades, signs and traffic handling devices necessary to protect the safety of the travelling public. All placements of barricades, signs and traffic handling devices must conform to the Texas Manual on Uniform Traffic Control Devices.

11. Provide all labor, equipment, material and incidentals as may be required to repair or replace equipment, structures or surfaces damaged by Local Government or its agent(s) during the maintenance phase of the Project to the satisfaction of the State.

SAMPLE

B. State agrees to:

1. Allow Local Government and its agent(s) to utilize the right-of-way for all aspects of the Project described in this Agreement.

2. Obligate State funds in the amount of $50,000.00, which will be utilized to authorize the performance of contracted agreements for the Project in accordance with the Project design plan.

3. Notify the Local Government at least 90 days prior to the State's bid letting date that the Local Government shall provide a check in the amount of $20,000.00 to the State. Upon receipt of the check, the State shall place the check into escrow to be utilized to authorize the performance for contracted agreements for the Project in accordance with the Project design plan.

4. Prepare the Project design plan.

5. Assist the Local Government in the preparation of the traffic control plan.

6. Coordinate with Local Government landscape maintenance operations consistent with District policy and the Roadside Vegetation Management Manual.

7. Perform review and inspections to ensure that installation and maintenance is accomplished in accordance with the approved plans and specifications.

SAMPLE

SAMPLE AGREEMENT

FOR

PRIVATE ENTITIES

(This is a representation of the agreement, which could change. The most current agreement must be obtained from the Office of General Counsel.)

LANDSCAPE COST SHARING PROGRAM
FOR PRIVATE ENTITIES

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and XYZ Corporation, having its principal place of business in Red Rock, Texas, hereinafter called the "Donor."

W I T N E S S E T H

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Title 43, Texas Administrative Code, §§2.62 and 2.65, Landscape Cost Sharing Program, allow private business and civic organizations an opportunity to support the aesthetic improvement of the state highway system by sharing the project development, establishment, and maintenance cost of landscaping the state highway system; and

WHEREAS, the Donor has requested that the State allow participation in the Landscape Cost Sharing Program; and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the agreements of the parties hereto, to be respectively kept and performed by them as described below, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. TERM. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Donor will consider it to be in full force and effect until the Project described herein has been completed and accepted by the State or unless terminated in accordance with Article 6.

ARTICLE 2. PROJECT.

A. The Donor agrees to perform the landscape work described in Attachment A, Landscape Plan. Donor agrees to maintain this landscaping to the State's satisfaction for a period of ten years.

B. If required, the project design plan shall consist of plans, sketches, drawings, notes, estimates, and specifications as required by the department; and shall be reviewed and approved by the State prior to a bid opening.

C. The Donor shall provide, erect, and maintain to the satisfaction of the State any barricades, signs, and traffic handling devices necessary to protect the safety of the travelling public while performing any work on the project.

SAMPLE

ARTICLE 3. PROJECT FUNDING. The funding arrangement and payment schedule will be in accordance with Attachment B, Payment Schedule.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES.

A. The Donor represents and warrants that it has unrestricted and full use of any materials and items described in Attachment A and that by signing this agreement it relinquishes and transfers all rights and interest in and use to the State.

B. The State does not approve and is not responsible for any representations made by the Donor for tax purposes.

C. The Donor acknowledges that it is not an agent, servant, nor employee of the State, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. The Donor shall save harmless and indemnify the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Donor, its agents or employees. The Donor shall also save harmless and indemnify 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 said claim or liabilities which may be imposed on the State as a result of such activities by the Donor, its agents, or employees.

ARTICLE 5. EMPLOYEES NOT TO BENEFIT. Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Texas Department of Transportation.

ARTICLE 6. TERMINATION.

A. This agreement may be terminated by: mutual written agreement and consent of both parties; the State upon the failure of the Donor to fulfill the obligations set forth herein; or the State if it determines that the performance of the Project is not in the best interest of the State.

B. In the event of disputes as to obligations under the agreement, the State's decision shall otherwise be final and binding.

ARTICLE 7. NOTICES. All notices to either party by the other party required under this agreement will be delivered personally or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

State:	Texas Department of Transportation	Donor:	XYZ Corporation
	Attention: _____		Attention: Frank X Smith
	_____		125 FM 20
	Austin, Texas 78761		Red Rock, Texas 78662

and shall be deemed to be received by the addressee on the date so delivered or deposited in the mail, unless otherwise agreed to. Either party may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 8. SOLE AGREEMENT. In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Donor and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

SAMPLE

ARTICLE 9. ASSIGNMENT. The parties shall not assign or otherwise transfer their obligations under this agreement except with prior written consent of the other party.

ARTICLE 10. AMENDMENT. Any changes to the agreement shall be enacted by written amendment.

ARTICLE 11. SIGNATORY WARRANTY. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN TESTIMONY WHEREOF, the State and the Donor have executed duplicate counterparts of this agreement.

THE STATE OF TEXAS

Executed by the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Date: _____
William C. Garbade, P. E.
District Engineer, Austin District

THE DONOR

By: _____

Date: _____

SAMPLE

Title 43. TRANSPORTATION

Part I. TEXAS DEPARTMENT OF TRANSPORTATION

Chapter 2. ENVIRONMENTAL POLICY

Subchapter D. PUBLIC PARTICIPATION PROGRAMS

Section 2.62 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Adopted area--A safety rest area approved for adoption by a donor.

(2) Adopted section--A section of state highway right of way or an airport approved for adoption by a group.

(3) Airport--A publicly-owned airport that is included in the Texas Airport System Plan (TASP).

(4) Aviation Division--A division of the department.

(5) Authorized representative--An individual with the authority to sign agreements for the group or donor.

(6) Commission--The Texas Transportation Commission.

(7) Department--The Texas Department of Transportation.

(8) Design fee--Those engineering or project administration costs or expenses identified prior to the construction of a project.

(9) District--One of the 25 geographical areas, managed by a district engineer, in which the department conducts its primary work activities.

(10) District engineer--The chief executive officer in charge of a district, or his or her designee.

(11) Donation--A contribution of anything of value given to the department.

(12) Donor--The private business or civic organization which adopts a safety rest area under the Adopt-an-Area Program or donates funds or services for the purpose of participating in the Landscape Cost Sharing or Adopt-a-Freeway Programs.

(13) Family member--Any spouse, sibling, parent, stepparent, grandparent, child, stepchild, aunt, uncle or cousin.

(14) Group--An entity that adopts a section of state highway right of way or an airport.

(15) Highway landscaping--A project design intent which attempts to provide primarily for the installation of native, naturalized, or adapted plant material within the project limits.

(16) Local government--A city or county.

(17) Non-cash contributions--The agreed value of labor, equipment, material, or design services furnished by a local government or donor in support of the project.

(18) Pedestrian landscaping--A project design intent which requires the installation of elements oriented primarily to pedestrian usage, including, but not limited to, parking, curbs, sidewalks, pavers, ramps for the disabled, cycling or jogging trails, benches, trash receptacles, or illumination.

(19) Project concept plan--The preliminary sketches, drawings, details, estimates, and specifications required by the department to illustrate the type of project development and establishment proposed, and as required for the department to determine if the proposed project is a highway landscaping project or a pedestrian landscaping project.

(20) Project design plan--The final drawings, details, specifications, and estimates as may be required by the department to fully control the work to be performed on the project.

(21) Project development--The initial construction and installation of the landscape items in accordance with the project design plan.

(22) Project establishment--The landscape maintenance activities required to ensure the viability, upkeep, and continued effectiveness of the project.

(23) Project maintenance--The activities performed as determined by the program agreement to ensure the establishment, upkeep, and continued effectiveness of the project.

(24) Safety rest area--A roadside park, equipped with restroom facilities, intended to improve highway safety by providing a location for motorists to rest and recover from highway travel, such term to include a safety rest area adjacent to travel information centers.

(25) Sponsor--A local government or other public entity that owns or operates an airport.

Source Note: The provisions of this §2.62 adopted to be effective March 24, 1997, 22 TexReg 2626; amended to be effective September 19, 1999, 24 TexReg 7282; amended to be effective July 18, 2002, 27 TexReg 6340

Title 43. TRANSPORTATION

Part I. TEXAS DEPARTMENT OF TRANSPORTATION

Chapter 2. ENVIRONMENTAL POLICY

Subchapter D. PUBLIC PARTICIPATION PROGRAMS

Section 2.65 Landscape Cost Sharing Program

(a) Purpose. The Landscape Cost Sharing Program (Program) allows private businesses, civic organizations, and local governments an opportunity to support the aesthetic improvement of the state highway system by sharing the project development, establishment, and maintenance cost of landscaping the state highway system. This section sets forth policies and procedures governing the Program.

(b) Participation.

(1) Eligible entities. A local government or a private business or civic organization may share in the cost of the development, establishment, and maintenance of the landscaping of a segment of the state highway system upon approval of the district engineer. A private business or civic organization is eligible to participate:

(A) as a donor through the local government by providing to the local government cash or non-cash donations in an amount equal to not less than 25% of the local government's share of the project cost; or.

(B) as a non-governmental donor by providing donations directly to the department if the donor is located in the county or a county adjacent to the county in which the project is located.

(2) Compliance with other rules. The department will process a donation under paragraph (1)(B) of this subsection in accordance with the requirements of Chapter 1, Subchapter G of this title (relating to Donations). If a provision of this section conflicts with a provision of Chapter 1, Subchapter G of this title, this section will prevail.

(3) Sign. The local government or donor will receive recognition of the donation by the erection, at the project site, of a sign announcing participation by the donor in the Program

(c) Application.

(1) A local government or donor that desires to participate or to continue to participate in the Program shall submit an application to the district engineer of the district in which the project site is located.

(2) The application shall be in the form prescribed by the department and shall at a minimum include:

(A) the date of application;

(B) the name, telephone number, and complete mailing address of the local government or donor;

(C) the highway section the local government is interested in developing;

(D) the project concept plan, containing sketches, drawings, estimates, specifications, and descriptive text as may be required by the department to evaluate the project under required general, site, and design considerations, to determine the proposed design intent, and to estimate the amount of department participation; and

(E) a statement, chart, or spreadsheet based on the project concept plan, which illustrates the recommended responsibilities of the department and the local government and, if applicable, the donor (this statement, chart, or spreadsheet shall contain fully itemized cost figures for each portion of the project as may be required for the department to evaluate the recommended fair-market values for acceptable material and services proposed).

(d) Conditions. In order to participate in the Program, each project must meet the department's approval under general, site, and design considerations.

(1) General considerations. Normally, work on state highway right-of-way will be performed by state forces or by contractors selected and administered by the department. An exception will be granted to allow a local government or donor to perform work on state highway right-of-way when approved by the district engineer.

(A) A local government or donor may participate in the joint beautification of the existing state highway system subject to the following restrictions.

(i) If the project is determined by the department to be a highway-landscaping project, the department will evaluate accepting labor, equipment, materials, design services, and cash as the contribution toward the proposed project.

(ii) If the project is determined by the department to be a pedestrian landscaping project, the department's participation will be limited to furnishing materials only for installation.

(B) Unless waived by the department, projects shall exceed $25,000 if constructed by the department.

(C) The cost of any previous work by the local government or donor shall not be included as a portion of the contribution toward the project.

(D) For a project to be evaluated by the department for work under the Program, the minimum value of acceptable non-cash contributions plus cash contributions by the local government or donor must equal or exceed $2,500.

(E) If the department is to provide material for the project, applicable statutes, rules, and procedures relating to the purchase of materials using state funds will apply.

(F) If the department is to provide for the construction of any portion of the project, applicable statutes, rules, and procedures relating to scheduling, processing, and administering a highway improvement project through the department's highway letting process will apply.

(2) Site considerations. For sites to be approved by the department, the following site conditions must be met. The site must:

(A) not be scheduled for future construction as defined within the department's current unified transportation plan which would conflict with the activities proposed on the project;

(B) contain sufficient right-of-way to reasonably permit planting and landscaping operations without conflicting with safety, geometric, and maintenance considerations;

(C) not contain overhead or underground utilities, driveways, pavement, sidewalks, or highway system fixtures including traffic signage or signalization which will conflict with the planting or landscaping operations proposed under the project; and

(D) not obstruct or interfere with existing drainage conditions along the site.

(3) Design considerations. For sites to be approved by the department, the following design considerations must be met.

(A) The project design, as shown on the project concept plan, must be acceptable to the department.

(B) Unless otherwise approved by the department, the project design may not include the following design elements:

(i) plant material or fixtures which, in the opinion of the department, require an intensive level of continued establishment and maintenance in order to assure the effectiveness and function within the design;

(ii) flagpoles or pennant poles;

(iii) fountains or water features; and

(iv) statuary, sculpture, or other art objects.

(C) The following items, if considered by the department as an acceptable element of the project design plan, may not be included as a contribution cost, and will not be furnished or installed by the department:

(i) benches and pedestrian seating;

(ii) pedestrian or historic lighting or illumination systems; and

(iii) trash or refuse receptacles

(D) The local government or donor must fully illustrate the recommended division of responsibilities as necessary for the department to evaluate the proposed manner of project implementation, establishment, and maintenance if applicable. The illustration of recommended project responsibilities shall at a minimum include:

(i) preparing the project design plan, provided that the cost of providing the project design plan for a pedestrian landscaping project shall be the sole responsibility of the local government or donor, and shall not be included as a portion of its contribution toward the project;

(ii) furnishing and installing required material; and

(iii) performing project establishment and maintenance, if required, provided that the cost of performing project establishment and maintenance on a pedestrian landscaping project shall be the sole responsibility of the local government or donor and shall not be included as a portion of its contribution toward the project.

(E) The local government or donor must fully itemize and document the proposed cash and non-cash contribution available to support the project. This itemization and documentation shall include at a minimum the following items:

(i) amount of cash to be provided to the department;

(ii) non-cash value of each individual item of material to be furnished by the local government or donor;

(iii) cost of each individual item or material to be furnished by the department;

(iv) non-cash value of labor and equipment necessary to install each individual item of material if performed by the local government or donor;

(v) cost of installing each individual item of material if performed by the department; and

(vi) non-cash value of the project design plan if furnished by the local government or donor, provided the maximum acceptable non-cash value of furnishing the project design plan, based upon the selected project cost, including project establishment and maintenance for highway landscaping projects and excluding project establishment and maintenance for pedestrian landscaping projects, shall not exceed 8.5% for projects up to and including $200,000, and 7.5% for projects greater than $200,000.

(e) Amount of departmental participation.

(1) Highway landscaping projects within the existing city limits of a city. The department, after approving the project under general site and design considerations, will participate in up to 50% of the total cost of the project including project establishment, maintenance, and preparation of the project.

(2) Pedestrian landscaping within the existing city limits of a city. The department, after approving the project under general site and design considerations, will participate by

furnishing material only up to but not exceeding 50% of the total cost of project development, excluding project establishment, maintenance and the preparation of the project design plan.

(3) Highway landscaping projects outside the existing city limits of a city. The department, after approving the project under general, site, and design considerations, will participate in up to 50% of the total project development, establishment, maintenance and design cost.

(4) Pedestrian landscaping projects outside existing city limits. Unless otherwise approved, the department will not participate in the cost of these projects under the Program.

(f) Agreement.

(1) If the proposed project as submitted under subsection (d) of this section is approved by the department, the local government or donor shall enter into a written agreement with the department providing participation in the Program. The agreement becomes effective when finally executed by the department and shall terminate upon satisfactory completion of the work as stipulated within the agreement. Work on any phase of the project may not begin until the agreement is fully executed by both parties.

(2) The agreement shall be in the form prescribed by the department and shall at a minimum include the following terms.

(A) The project design plan shall consist of plans, sketches, drawings, notes, estimates, and specifications as required by the department.

(B) Any changes to the agreement shall be enacted by written amendment.

(C) The parties shall not assign or otherwise transfer its obligations under this agreement except with prior written consent of the other party.

(D) The project design plan shall be subject to the review and satisfactory approval by the department prior to a departmental bid opening.

(E) Violation or breach of contract terms shall be grounds for termination of the agreement by the department. In the event of disputes as to the party's obligations under the agreement, the department's decision shall otherwise be final and binding.

(F) The local government or donor and its contractors, if any, shall, to the extent provided by law, furnish certificates of insurance, guarantees of self insurance if appropriate, and indemnification as may be prescribed by the department.

(G) While performing any work on the project, the local government or donor shall provide, erect, and maintain to the satisfaction of the department any barricades, signs, and traffic handling devices necessary to protect the safety of the travelling public.

(H) The department's employees shall not accept any benefits, gifts, or other favors.

(3) The agreement shall include the funding arrangement and payment schedule.

(g) General limiting conditions and eligibility. Because of administrative, legislative, and financial constraints, the Program shall be subject to the following terms.

(1) The department will consider these factors: width of right-of-way, geometrics, congestion, sight-distance, and maintenance requirements in determining the acceptability and/or amount of departmental participation in any proposed project.

(2) Signage for the Program shall be four feet by four feet and shall be the least expensive and most effective for each situation. Exceptions to the standard signage must be approved by the department to ensure the safety of the travelling public. All costs associated with non-standard signage shall be paid by the local government or donor and shall not be included as a portion of its contribution toward the project.

(3) Work under the Program shall not be combined with any other landscape-related programs sponsored by the department.

(4) If any actions are determined to be contrary to any legislative restrictions or any the restrictions on use of appropriated funds for political activities, the department shall have the right to take any and all necessary remedial actions, including, but not limited to, the removal of the signs displaying the local governmental entity's or donor's name.

(h) Modification/termination of agreement. The agreement as cited in subsection (f) of this section may be modified in any manner at the sole discretion of the department.

Source Note: The provisions of this §2.65 adopted to be effective March 24, 1997, 22 TexReg 2626; amended to be effective July 18, 2002, 27 TexReg 6340

TEXAS DEPARTMENT OF TRANSPORTATION
District Offices

Abilene District Office
4250 N. Clack
Abilene, Texas 79604-0150
Phone: (915)676-6802

Amarillo District Office
5715 Canyon Drive
Amarillo, Texas 79105-2708
Phone: (806)356-3200

Atlanta District Office
701 East Main
Atlanta, Texas 75551-1210
Phone: (903)796-2851

Austin District Office
7901 North IH 35
Austin, Texas 78761-5426
Phone: (512)832-7000

Beaumont District Office
8350 Eastex Freeway
Beaumont, Texas 77704-3468
Phone: (409)892-7311

Brownwood District Office
2495 Hwy. 183 North
Brownwood, Texas 76802
Phone: (915)643-0411

Bryan District Office
1300 N. Texas Avenue
Bryan, Texas 77803-2760
Phone: (979)778-9714

Childress District Office
7599 US 287
Childress, Texas 79201-9705
Phone: (940)937-7145

Corpus Christi District Office
1701 S. Padre Island Dr.
Corpus Christi, Texas 78469-9907
Phone: (361)808-2220

Dallas District Office
4777 East Hwy 80
Mesquite, Texas 75150-6643
Phone: (214)320-6100

El Paso District Office
13301 Gateway Blvd West
El Paso, Texas 79928-5410
Phone: (915)790-4374

Fort Worth District Office
2501 Southwest Loop
Fort Worth, Texas 76115-0868
Phone: (817)370-6500

Houston District Office
7721 Washington Blvd
Houston, Texas 77251-1386
Phone: (713)802-5002

Laredo District Office
1817 Bob Bullock Loop
Laredo, Texas 78043
Phone: (956)712-7400

District Offices (continued)

Lubbock District Office
135 Slaton Road
Lubbock, Texas 79408-0771
Phone: (806)745-4411

Lufkin District Office
1805 N. Timberland Drive
Lufkin, Texas 75901
Phone: (936)633-4322

Odessa District Office
3901 E. US Hwy. 80
Odessa, Texas 79761
Phone: (915)332-0501

Paris District Office
1365 N. Main Street
Paris, Texas 75460
Phone: (903)737-9300

Pharr District Office
600 West US 83
Pharr, Texas 78577-1231
Phone: (956)702-6100

San Angelo District Office
4502 Knickerbocker Road
San Angelo, Texas 76904
Phone: (915)944-1501

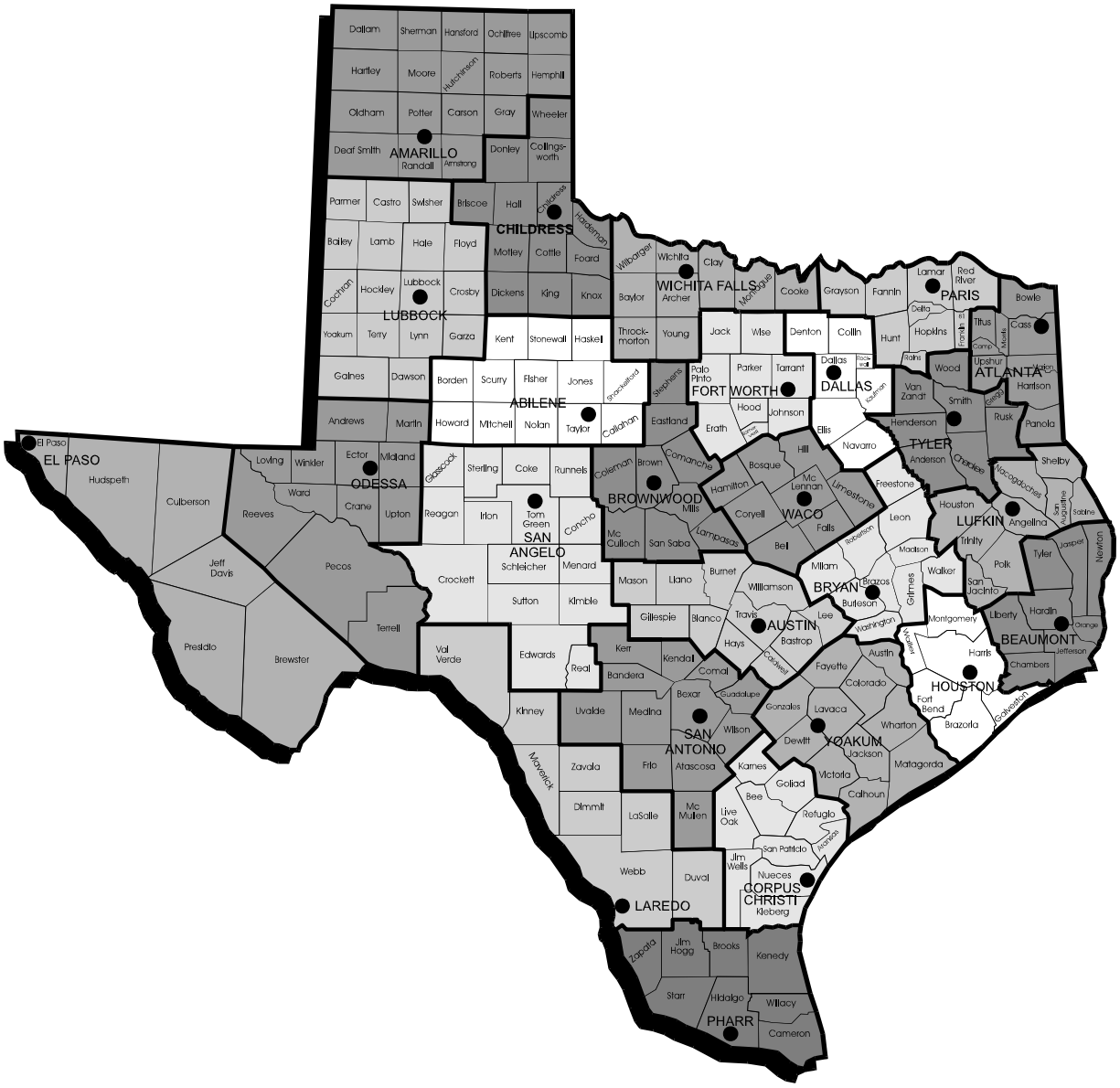
San Antonio District Office
4615 N W Loop 410
San Antonio, Texas 78229-0928
Phone: (210)615-1110

Tyler District Office
2709 W. Front Street
Tyler, Texas 75702-7712
Phone: (903)510-9220

Waco District Office
100 South Loop Drive
Waco, Texas 76703-1010
Phone: (254)867-2700

Wichita Falls District Office
1601 Southwest Pkwy.
Wichita Falls, Texas 76302-4906
Phone: (940)720-7700

Yoakum District Office
403 Huck Street
Yoakum, Texas 77995-0757
Phone: (361)293-4300



TxDOT DISTRICT / COUNTY MAP

Texas Department of Transportation

Form 18.311 (Rev. 12-97)

Application for Landscape Cost Sharing Program

_____
(Date of Application)

_____ _____
(Name of Authorized Representative) (Title)

_____ _____
(Address of Authorized Representative) (Phone Number)

_____

_____
(Name, Address and Phone of Contact Person if Different from Above)

Full Description of Proposed Project _____

_____

_____

Narrative description of support proposed by City, Private Business, Civic Association or Developer: (use continuation sheet if necessary)

Form 18.311

Narrative description of department support being requested: (use continuation sheet if necessary)

The Design Plan must be attached to this Application (unless waived) in order for the department to process this application.

The attached FUNDING SUMMARY AND ITEMIZED BREAKDOWN OF PROJECT ACTIVITIES forms must be completed and attached in order for the department to process this Application.
(Make additional copies as necessary.)

If the Project is within the existing City Limits, the City must submit this Application and coordinate the Project even if initiated by a local business, civic association or private developer. If outside the city limits, the county must submit the application.

(Authorized Signature)

(Printed or Typed Name)

Mail this Application and Design Plan to: TEXAS DEPARTMENT OF TRANSPORTATION

Attention:
Mailing Address:

Itemized Breakdown
of
Project Activities

	Description	Unit	Quantity	Unit Cost	Amount
DONOR					
	Description	Unit	Quantity	Unit Cost	Amount
STATE					

Funding Summary

Donor Non-Cash Contributions

Description	Unit	Quantity	Unit Cost	Amount
			Total Donor Non-Cash	

<u>Funding Calculation</u>

Donor Non-Cash Contributions (a)____________________

Donor 'Cash' Contribution (b)____________________

Total Donor Contribution (a+b)____________________

State Contribution (match of Donor Contribution) (d)____________________

Total Funds Available = State Contribution (d) + Donor Cash Contribution (b)