

Photo credit is: Haveseen © 123RF.com

## **APPENDIXES**

Table of Contents	
A. Members of the Technical Oversight Working Group	. 85
B. Sample HSIP Project Application Spreadsheet	. 87
C. California Local Highway Safety Improvement Program Advisory Charter	. 89
D. Environmental Documentation for Federal Projects with Minor Impacts	. 93
E. Sample Determination of No Effect	. 95
F. Memo and Joint Powers Agreement for the	97

### **APPENDIX A –**

### Members of the Technical Oversight Working Group

- » Scott Davis Thurston County, Washington Traffic Engineering & Operations Manager and NACE Safety and Technology Committee Chair.
- » Lois Goldman North Jersey Transportation Planning Authority, Director of Regional Planning.
- » **Dirk Gowan** Louisville Metro Public Works, Senior Transportation Planner.
- » Daniel Helms Mississippi DOT, Manager of Traffic Safety Engineering.
- » **Emran Rahaman** Seminole Tribe of Florida, Senior Manager.
- » Brian Roberts NACE, Executive Director.
- » Mark Vizecky Minnesota DOT, Local Systems Safety Engineer.
- » Patrick Wojahn National League of Cities, Board Member, College Park, Maryland.

### APPENDIX B -

### Sample HSIP Project Application Spreadsheet

HSIP-App			/13) tof Transpo	rtation	Nen	Hamp	Shire	Project			Project #:		
			nt Program	itation	Departm	ent of Trans	portation	Towns:			r rojectii.		
Highway Safety Improvement Pro			ject (HSIP) FY2013-14 Appl			pplicati	ion Date Rec'd		_	(for office use only)			
Name:					Agency:			Tel:			Email:		
Street Add	dress:				Cell:			Fax:			RPC Name:		
Town, Sta	te, Zip		126 - 12		Priority R	ank: (ifsut	omitting 2+ a	pplications	this year)		Site submitted	in past yrs?	
Site T	ype	NHDOT District	County	Major Road/N	Ainor Road	Main- tenance	Traffic Control	MP Start	Major Rd SRI	MPEnd/M	inor Rd SRI	Study Period Begins	Study Period Ends
Major Rd Fu	ınct Class		500 O		Minor Rd F	unct Class			-	Area Type		Federal System	
Briefly Descr Problem and Work													
	Crash	Туре	Rest Had	Silesvipe	Left Turn	Diela - al.	Run off Read	Head On/ Sideswipe -	Pelestrian	Bicycle	Other	Total Related	Crash Severity
	Severity		nea mu	Same Direction	Lai IIII	urgir argre	All ULKGI	Opposite	reasinat	Miyue	UREL	Crashes	Distribution.
Crash	Fatal	K = 1 A = 2											
Data	Injury	B=3											
	PDO	C= 4 U+N = 5+6											
	2000	Total						7					
NOTE: Fo	rtamic data		spordingsection	tor laters ection and	segmentproje	cts. Do sot fill	botintramic dat	a sections.	Discou	nt Rate (min rate	ofreturn)	3.0	%
Traffir Data	Year	Enter	NB AADT	SB AADT	EB AADT	WB AADT	Other leg AADT	#of Approaches	Crash Pate (Intersection)	Critical Rate (Intersection)	Intersection Node	Traffic Arrenal	Growth Rate
(Inter)		AADT		Control Control			ruu i	reproduces	(Manufecturity	(mansectary)		0.0	11
	37		Co. 1	00	02	Cont	0.46	Total/	Speed Limit	Crash Rate			
	Year	ent Length	Sec 1	Sec 2	Sec 3	Sec 4	Sect. 5	Arerage	(Amerage)	(Segment)	100 M 100 M 100 M 100 M	ocation listed on	
Traffir Data (Segment)		Mile)	J							Critical Rate	1 rans	parency Report?	(1714)
(segment)		ge AADT							Lane Width (ft)	(Segment)			
	Numbe	r of Lanes											
		Method for combining multiple CIV		ultiple CMFs		corn	CHET	CHET		December 1	ect Cost Info	ect Cost Information	
		Number	Improvemen	nt Description	Service Life	CMF Fatal	CMF Injury	PDO	PE cost plus \$5000 (2)	R/W Utility	Construction	Improvement Initial Cost	Annual Maintenance
Improvem	e mt	1										\$ -	
Action		2										\$ -	
		3										\$ -	
		4										\$ -	
		20000	******	******		1.00			Total Initial				
NOTE: (1) A	local ages	Total	d upop potification	n ofprogram appro	al for municin	1.00	1.00	1.00	Cost	2	20 10	<b>3</b> -	<b>3</b> -
maintained roa	ids. (2) NH ed by munic	District and Cer cipalities . Safet	ntral Office person	nel charge review rraged by NHDOT	and administra	tion time to	(After	Schedule rSTIP oval)	Begin PE	Target Advert	Begin Construction	Estimated Complete Date	Type of Plan
Project Ad	dministra	ated by	Traffir				200	2/8					
		D 60	Growth Factor	Present Valu Bene			Present Valu Project Cos				ct Benefit Inf		
		Benefit	(TGF)	100000000000000000000000000000000000000	-	Cost	\$	-	Crash Severity	Societal Crash Cost	Related Crashes	Annual Crash Reduction	Estimated Annual Benefit
Foom		Benef	it Cost						K	\$ 5,463,500	0	2	\$ -
Econo		R	atio					A	\$ 291,300	0	-	\$ -	
Evalua	auon	Not I	Benefit						В	\$ 106,400	0	-	\$ -
		INCC I	Jeneire						С	\$ 60,200	0		\$ -
		Annu	ıal KA						PDO	\$ 9,800	0	-	\$ -
		Crash F	Reduction						Total	*****	0	¥	\$ -
Person with	h Author	ity to Expen	d 10% Matchi	ing Funds:									
Name							gnature:				Date:		
												funding become address below	
Mailing add		30DIII KUII (	recuonic cop	y or and sprea	Co li eet to 7		n was to		по ппанта рар	Towns:	igniture to ure	duiess beam	
			Transporation	_	_ DRI	VING	APD					ed to submit appi Regiona i Planni	
Bureau of Highway [ 7 Hazen Drive, PO B					TOVVARD				Commission		tion through the Regional Planning n and forward them to the State Highway Safety		
Concord, NH 03302-0483 Attention: Michelle E. Marshall						-		Engineer. Districts:					
			One Death Is Too Many				Resident Engineers are requested to submit applications						
				nal. The gray area Highway Safety Im			ed by embed	ded formulas		within their re	sidency througi	h the District Eng hway Safety Eng	ineers and
							Page 1 of2		-				

### **APPENDIX C –**

### California Local Highway Safety Improvement Program Advisory Charter

Mission	California Local HSIP Advisory Committee is action oriented and supports the goal of to reduce fatalities and serious injuries on all public roadways in California.
Purpose	The committee provides high-level balanced strategic guidance to California's Local HSIP and other safety programs and efforts regarding safety on California local roadways.
Desired Goals	<ul> <li>Ensure that California's Local HSIP and other safety programs and efforts are consistent with California's SHSP</li> <li>Provide vision and strategic priorities for improving local safety programs and processes</li> <li>Provide recommendation on California Local HSIP and processes</li> <li>Provide recommendation to streamline decision-making, review and project delivery on safety projects</li> <li>Identify funding opportunities to meet local roadway safety needs</li> <li>Encourage, improve and support traffic safety efforts at local agencies</li> </ul>
Members	The membership of the Committee shall consist of seven parent organizations. It is the intent that Committee members shall represent both urban and rural areas distributed geographically throughout the State, and to this end, California State Association of Counties and League of California Cities shall have two representatives.  Caltrans — (3) California Transportation Cooperative Committee — (1) California State Association of Counties — (2) League of California Cities — (2) Regional Transportation Planning Agency — (1) Metropolitan Planning Organization — (1) Rural County Task Force — (1)  Each representative shall have an alternate that will attend in their
	absence. Alternates are encouraged to attend but not required. At the discretion of the co-chairs, guests and speakers may attend for specific agenda items.  The committee is co-chaired by Caltrans and a local representative. The co-chair position for the local member organization can be rotated at any time by the desire of the local representatives.

Advisors and Support	Caltrans Federal Highway Administration Local Technical Assistance Program
Frequency of Meetings	The committee will meet six times annually. Co-chairs may call additional meetings or workshops, as necessary
	Representatives who miss three consecutive meetings may be relieved of their service to the Committee and the member organization will be asked to name a replacement prior to the next meeting.
Roles and Responsibilities	<ul> <li>The roles and responsibilities of committee members are as follows:</li> <li>To act as the accountable representative for your member organization</li> <li>Gather disseminate, and exchange information and outcomes to your member organization</li> <li>Be an active participant by either listening to other members and be willing to offer suggestions and/or recommendations that are from the member organization</li> <li>Any actions assigned to a committee member will be completed by the next meeting or an agreed upon date</li> <li>Be willing to be assigned to a sub-committee should the need arise</li> <li>Be willing to serve a minimum of two years on the committee</li> </ul>
Reporting Structure	The Local HSIP Advisory Committee makes recommendations to the Division Chief, Local Assistance Program.
Decision Process	It is desired that decisions by the committee should be made by general consensus. Consensus is defined as reaching a decision that all Committee Members will support after a complete discussion of the issues and differing viewpoints. If consensus cannot be reached, a vote of the committee will be the next action and seven 'yes' votes will be required before an action is approved. Recommendations and dissenting opinions will be captured in the meeting documentation
Amendments	This charter can be reviewed, evaluated, adjusted as needed.

#### Charter Approved for Local HSIP Advisory Committee

JESSE BHULLAR	Date	TOM MATTSON	Date		
Co-Chair Office Chief Bridge Bond & Sefety Bree	ram Californ	Co-Chair			
Caltrans, Division of Local Assistance	;ramcamori	ornia Transportation Cooperative  Committee			
Califiants, Division of Local Assistance		Committee			
STEVEN CASTLEBERRY	 Date	DEAN LEHMAN	Date		
California State Association of Counties		California State Association of Counties			
ANDREW MAXIMOUS	 Date	ADRIANN CARDOSO	Date		
California League of Cities		Regional Transportation Planning Agenc	:у		
ROSS MC KEOWN	Date	ROBERT PETERSON	Date		
Metropolitan Planning Organization		Local Highway Safety Improvement Proફ Manager – Caltrans	gram		
RICK TIPPETT	Date	GARIN SCHNEIDER	Date		
Rural County Task Force		Local Highway Safety Improvement Prog			
		District Local Assistance Engineer - Caltr	al12		

### **APPENDIX D –**

# Environmental Documentation for Federal Projects with Minor Impacts

STATE AID FOR LOCAL TRANSPORTATION

Environmental Documentation for Federal Projects with Minor Impacts	Page 1 of 2
SP(s) MN Proj. No(s).:	
Project Location: (see attached project location map)	
Project Purpose and Need:	
Project Type: check all that apply¹  Pavement Markings²  Rumble Stripes  Rumble Strips  Signing Installation²  Guardrail Installation  Shoulder paving (No widening)  Lighting  Engineering Studies  SRTS Education/Enforcement  Project Manager  Name:  Title:  Address:  Address:  Phone:  Email:  Email:	
<sup>1</sup> Any other type of work will require a project memo <sup>2</sup> Project will be designed in accordance with the MMUTCD	
Estimated project costs  Federal amount \$  Federal amount other Other funds \$ (Enter Funding Type Here) Total Project cost \$  Center Funding Type Here)	
Project is listed in the Select STIP Year State Transportation Improvement Progreyear Year as Sequence number  Desired date to begin work: Month/Year.	am in
Method of Execution of work.  ☐ County/City will let work for competitive bids. ☐ County/City will purchase materials under a competitive process and insta own forces (NO federal reimbursement for installation costs). ☐ County/City will hire a consultant to perform an engineering study.	all with their
Environmental Impacts: Check appropriate boxes	
Section 106 (Cultural Resources)  No Historic Properties are affected (see attached letter) (No Adverse E Adverse Effect will require a project memo) Engineering Studies (No letter Required)	Effect or
<ul> <li>Endangered Species</li> <li>Project is in a county which has no federal threatened and endangered</li> <li>Project will have no impact on federal threatened or endangered spec attached letter)</li> <li>Engineering Studies (No letter Required)</li> </ul>	

Sent 2010

#### Federal Action Determination Statement

Based on the environmental study in accordance with 23 CFR 771.117, it is determined that the proposed improvement is a Class II Action (categorical exclusion) anticipated to have no foreseeable change on the quality of the human environment.

Recommended:	
County Engineer	Date
Reviewed and Recommended	
District State Aid Engineer	Date
Approved	
Director, State Aid for Local Transportation	 Date

### **APPENDIX E –**

### Sample Determination of No Effect

#### Summary of Local HSIP Solicitation State Fiscal Years (SFY) 2017, 2018, 2019 & 2020

#### **Project Selection:**

- A selection team with representation from the State Aid Division (SALT), the Office of Traffic, Safety, and Technology (OTST) and the Federal Highway Administration (FHWA) ranked each application.
- All projects are required to meet the intent of the Strategic Highway Safety Plan (SHSP)
- The applications were first grouped by Area Transportation Partnership (ATP), then into two (2) categories, proactive and reactive strategies.
- Projects were selected from each ATP based on:

#### **PROACTIVE PROJECTS:**

- Developed through the County Roadway Safety Plan (CRSP) process OR
- Substantial compliance with projects listed in the CRSP
  - All modified projects must have provided sound documentation for selection to be considered.

#### **REACTIVE PROJECTS:**

- Benefit/Cost Analysis of 1.0 or greater.
- Location must have a significant crash history that includes a fatal and/or serious injury crashes.
- A list of funded proposals by county is provided in Exhibit A.
- 50 applications were funded (37 Counties and 1 City), totaling about \$17.2 million.

#### Summary of Funded Proposals by ATP and Project Type.

ATP	Applications Funded
1	12
2	6
3	10
4	2
6	9
7	8
8	3
Total	50

Project Type	Funding Awarded
Chevrons	\$ 220,050
Intersection Modifications	\$ 1,550,000
High Friction Surface Treatment in Curves	\$ 621,000
Intersection Lighting	\$ 181,600
Enhanced Pavement Markings and/or Rumble Strips & StripEs	\$ 7,980,247
2'Shoulder Paving, Rumble Strips & Safety Edge	\$ 2,300,284
Enhanced Pavement Markings and/or Signs at Intersections	\$ 405,810
Upgraded Signs, Pavement Markings and Intersection Lighting	\$ 422,573
Roundabouts	\$ 3,476,200
Total	\$ 17,157,764

### **APPENDIX F –**

## Memo and Joint Powers Agreement for the Administration of Federal HSIP Safety Grant

#### Memo



Minnesota Department of Transportation

### Memo

NORTHWEST DISTRICT 3920 Highway 2 West Bemidji, MN 56601 Office Tel: 218-755-6570 Fax: 218-755-6512

Date: July 22, 2016

To: Howard Preston

Subject: HSIP Projects with multiple Counties under one contract

#### Howard:

This is in response to your inquiry on how our counties in District 2 plan and program projects that include multiple counties under one contract for the Highway Safety Improvement Program (HSIP).

Each year our District County Engineers, my staff, and I have a Spring Construction Meeting, Annual meeting, and a Federal Aid Programming meeting. In addition to those meetings, I meet informally with them at their offices throughout the year for various reasons that sometimes leads to discussions of future HSIP projects.

At our Federal Aid programming meeting each December, we discuss the possible HSIP projects that each county is considering. It is usually at this meeting that they agree to combine the same type of projects together and submit them to the MnDOT Central Office in St. Paul for the year that funding is available. They have found that making a larger contract is more efficient for everyone and is more likely to be funded sooner. For example, the first one in District 2 was a 6" wide edge line stripe that all the counties wanted as they all do some edge line striping each year. In our meeting, we discussed which county would have the time to develop the project, let it, and do the contract administration. Polk County offered and from that project we learned that it wasn't that difficult to manage a multiple county project as long as there was a clear understanding of the costs and expectations from each county. Since that project was completed, we have had other multiple county projects. Now, often times, the counties decide between themselves in advance of our meeting, who will take the lead in the development and contract administration. We have had a 10 county HSIP project for chevrons, several 2 county HSIP projects for intersection sign improvements, and 4 county HSIP project for rumble stripes and strips that have worked out very well. This is now the norm for discussion of HSIP projects at our district federal aid programming meeting..

I believe that the county engineers have developed a trusting environment among themselves that comes from our annual meetings and from doing these types of HSIP projects. These multiple county projects are very successful.

I have included with this letter a copy of the intercounty agreement used for our multiple county edge line project from 2011. If there is any other information you would like, please don't hesitate to contact me via phone or email.

Sincerely,

L.C. Tasa District 2 State Aid Engineer

#### Joint Powers Agreement for the Administration of Federal HSIP Safety Grant

I:\Projects\8807003\Joint Powers Dist 2

#### JOINT POWERS AGREEMENT FOR THE ADMINISTRATION OF FEDERAL HSIP SAFETY GRANT Project No. S.P. 088-070-003

THIS AGREEMENT made and entered on the last day of execution below, between the Eleven Mn/DOT District 2 Minnesota Counties of Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Marshall, Norman, Pennington, Polk, Red Lake, and Roseau, herein after referred to as the 'Eleven Counties'.

#### WITNESSETH:

WHEREAS, each of the Eleven Counties is their own road authority for State Aid Highways; and

WHEREAS, the Eleven Counties desire to provide roadway safety improvements in the form of pavement markings on selected district wide Federal Aid eligible highway routes; and

WHEREAS, the Eleven Counties desire to provide these road safety improvements under one single construction contract; and

WHEREAS, the Eleven Counties wish to clearly identify their mutual duties and responsibilities with respect to the project development, contract administration and project delivery; and

WHEREAS, the Eleven Counties wish to designate Polk County Highway Department as the lead agency for the creation and coordination of activities in the area of project development including creation of final project plans, specifications, advertisements, and bid letting documents; and as the lead agency in the area of contract administration including preparation and solicitation of a contract and bonds from the approved bidder, performing required field documentation, preparation of state and federal reports, making contractor payments, providing field records retention and sustaining the final audit.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, all parties agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is to define the rights and obligations of the Eleven Counties with respect to the delivery of the project.
- 2. <u>Recitals</u>. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

#### 3. Responsibilities of Polk County:

- a. Polk County shall coordinate the preparation of plans, specifications, estimates, and bid documents in accordance with Mn/DOT State Aid Division requirements.
- b. Review preliminary plans, specification and bid documents with the Eleven Counties and State Aid Division officials. Relay and direct the revision of plans specifications and bid documents to the Eleven Counties as required.
- Submit final plans, specifications and bid documents to the Eleven Counties and State Aid for Final Approval.
- d. Conduct the bid opening and award the Contract.
- e. Coordinate all contract administration activities in accordance with Mn/DOT State Aid Division requirements on behalf of the Eleven Counties.
- f. Receive federal funds to be paid by FHWA for the project, pursuant to Minnesota Statutes.
- g. Perform required field documentation including, preparation and submission of required state and federal reports such as, but not limited to, notices, changes in status, diaries, change orders and payment vouchers.
- h. Upon completion of all construction activities in an individual county, provide a bill payable to Polk County Highway Department in the amount of that county's individual required match for construction costs and construction inspection.
- i. Provide permanent project records retention.
- i. Sustain the Audit.
- 4. <u>Responsibilities of the Eleven Counties</u>: Provide reimbursement to Polk County for equal share of costs incurred for project delivery on behalf of the other counties. Reimbursable items will include labor for coordination of project delivery in the areas of design, field documentation, and unallocated construction cost.
- 5. <u>Payment of Coordination Costs</u>. Bills and payment for coordination requirements incurred by Polk County will be after the fact. Each county will be billed those costs after all duties described in No. 3 above are completed.
- 6. <u>Insurance</u>. The Eleven Counties agree that they will, at all times during this Agreement, be prepared to meet the statutory limits for liability. Any insurance costs incurred shall be the costs and expenses of the insured party and shall not be included as a cost of the project or reimbursed in any way by the other party. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or

defenses, and the limits of liability under Minnesota Statutes Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

- 7. <u>Controlling Law</u>. This Agreement shall be governed by the applicable laws of the State of Minnesota.
- 8. <u>Successors and Assigns</u>. The Eleven Counties respectfully bind themselves, their partners, successors and assigns and all legal representatives of such party with respect to all covenants of this Agreement.
- 9. <u>Changes</u>. Except as provided herein, the parties agree that no change or modification to this Agreement or any attachments hereto shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.
- 10. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or nonenforceability would cause the Agreement to fail its purpose. One or more waivers by

covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- 11. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between the Eleven Counties and supersedes all prior written or oral Agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order or agreement purporting to modify, vary, supplement or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.
  - 12. <u>Effective Date</u>. The Agreement shall be effective upon execution by the parties.
- 13. <u>Liability and Indemnification</u>. Each county shall be solely liable and responsible for all of the work done within their respective county and funded under the agreement. No party to this agreement shall be liable to any other party to this agreement or any third person for damages claimed by virtue of work funded under this agreement and done outside the geographic confines of its own County. Each party to this agreement shall indemnify and hold harmless any other party to this agreement for any claims or action brought against it for work financed under this agreement and performed outside of its county. Each County assumes full and complete responsibility and liability for work done within its own county and funded under this agreement.

Approved as to Form and Execution	BELTRAMI COUNTY  DATE  County Board Chair
Beltrami County Attorney	ATTEST County Board Clerk DATE 5/10
	CLEARWATER COUNTY
	BY County Board Chair DATE 5/13/10
Approved as to Form and Execution  Annual Clearwater County Attorney	ATTEST Emily McDougal DATE 5-11-10  County Board Clerk
	HUBBARD COUNTY
Approved as to Form and	BY County Board Chair DATE 5/19/11
Execution  Hubbard County Attorney	ATTEST _ Jack Paul DATE _ 5/19/10
	County Board Clerk
Approved as to Form and Execution  Kittson County Attorney	BY Signed DATE 6/1/10  County Board Chair  ATTEST Muly Mart of M DATE 6-1-10  County Board Clerk
	LAKE OF THE WOODS COUNTY
Approved as to Form and	BY County Board Chair  DATE 6 10 2010
Execution  Lake of the Woods County Attorn	ey ATTEST DON W LLWORD DATE 6-9-10
	Gold Civil
	MARSHALL COUNTY
Approved as to Form and	BY Kenseth Brown DATE 6-21-10
Execution  Marshall County Attorney	ATTEST County Board Clerk  DATE 6/18/16

#### **NORMAN COUNTY**

Approved as to Form and Execution Themas A Johum Norman County Attorney	ATTEST Reclared Munter DATE 6.22 10  County Board Clerk  DATE 6.22 10  County Board Clerk
Approved as to Form and Execution  Pennington County Attorney	PENNINGTON COUNTY  BY Letter DATE 6/29/16  County Board Chair  DATE 6/29/16  County Board Clerk
Approved as to Form and Execution Polk County Attorney	POLK COUNTY  BY County Board Chair  ATTEST John Marchall DATE 7-27-10  County Board Clerk
Approved as to Form and Execution  Red Lake County Altorney	RED LAKE COUNTY  BY Jeroff DATE 6/20/10  County Board Chair  ATTEST County Board Clerk  DATE 6-30-10
Approved as to Form and Execution Roseau County Attorney	ROSEAU COUNTY  DATE  County Board Chair  DATE  County Board Clerk



Federal Highway Administration Office of Safety Safety.FHWA@dot.gov