

STATE OF TEXAS §

COUNTY OF TRAVIS §

## RIGHT OF WAY ACQUISITION SERVICES CONTRACT

**THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES** is made by and between the State of Texas acting by and through the Texas Department of Transportation, 125 E. 11<sup>th</sup> Street, Austin, Texas 78701, hereinafter called the "State," and \_\_\_\_\_, having its principal business address at \_\_\_\_\_, (hereinafter called the "Acquisition Provider" for the purpose of contracting for right of way acquisition services).

### WITNESSETH

**WHEREAS**, Government Code, Chapter 2254, Subchapter A, the Professional Services Procurement Act, includes land appraisers as a professional service.

**WHEREAS**, 43 TAC §9.80 et seq. establishes the Texas Department of Transportation's policies and procedures for contracting for land acquisition services; and

**WHEREAS**, the State has selected the Acquisition Provider and desires to contract for acquisition services to obtain right of way and administer all acquisition activities, including but not limited to negotiations to purchase, relocation assistance, property management and eminent domain, in connection with the right of way necessary for highway projects.

**NOW, THEREFORE**, the State and the Acquisition Provider, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

### AGREEMENT

#### ARTICLE 1 - CONTRACT PERIOD

This contract becomes effective when fully executed by all parties hereto (the "Effective Date"). After execution of this contract, the Acquisition Provider shall not proceed with the work outlined under Attachment B until authorized in writing by the State to proceed as provided in Attachment A, Article 3 – Work Authorizations. Work authorizations will be issued for a period not to exceed two (2) years from the Effective Date of this contract. This contract shall terminate two years from the Effective Date, plus any time extended by written supplemental agreement prior to the date of termination, as provided in Attachment A, Article 8 – Supplemental Agreements, or otherwise terminated as provided in Attachment A, Article 16 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

#### ARTICLE 2 - COMPENSATION

The maximum amount payable under this contract without modification is \$4,000,000.00. The State will reimburse the Acquisition Provider for actual work performed and authorized by specific work authorization, at the rates set forth in Attachment D-1, Fee Schedule. Payment is authorized on a per work authorization basis, and for listed expense items as further specified in the fee schedule. The State will pay only for eligible costs incurred by the Acquisition Provider. Payment under this contract beyond the end of the current fiscal biennium is subject

to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

### ARTICLE 3 - NOTICES

All notices, including payment invoices, to either party by the other required under this contract, shall be personally delivered or mailed to such party at the following respective addresses:

State:	Acquisition Provider:
Texas Department of Transportation Right of Way Division c/o Contracts and Finance Section Director 118 East Riverside Drive; Ste. 1D.1 Austin, Texas 78704	

### ARTICLE 4 - INCORPORATION

Attachments A through H are incorporated into this agreement as if fully set forth herein.

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

**ACQUISITION PROVIDER**

**STATE OF TEXAS**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Signature Date

James M. Bass  
Print Name

Executive Director  
Print Title

Texas Department of Transportation

**LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>
A	General Provisions
B	Services to be Provided
B-1	Personnel
C	Work Schedule
D	Payment Milestones
D-1	Fee Schedule
E	Work Authorizations, if applicable
F	Supplemental Work Authorizations, if applicable
G	Not Applicable
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H – FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H – SG	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – State of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H – SN	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – No State of Texas HUB
Exhibits	Title
H – 1	Subprovider Monitoring System Commitment Worksheet
H – 2	Subprovider Monitoring System Commitment Agreement
H – 3	Monthly Progress Assessment Report
H - 4	Subprovider Monitoring System Final Report
H - 5	Federal Subproviders and Supplier Information
H - 6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

**ATTACHMENT A****GENERAL PROVISIONS FOR ROW ACQUISITION SERVICES CONTRACTS****ARTICLE 1 - SCOPE OF SERVICES AND WORK SCHEDULE**

The Acquisition Provider shall perform Right of Way Acquisition services as requested by the State, and the State will furnish items and perform those services for fulfillment of the contract as identified in Attachment B.

The parties shall prepare a schedule of work identified as Attachment C - Work Schedule (if applicable). The Work Schedule shall contain a complete schedule so that the Acquisition Provider's Scope of Services under this contract can be accomplished within the specified time and contract cost. The Work Schedule will provide specific work sequence and definite review times by the State and the Acquisition Provider of the work performed.

The Acquisition Provider shall notify the State in writing as soon as possible if it determines, or reasonably anticipates, that the work under this contract or a work authorization cannot be completed before the termination date, and the State may, at its sole discretion, extend the contract period by timely supplemental agreement as provided in Article 8 - Supplemental Agreements/Work Authorizations.

**ARTICLE 2 - METHOD OF PAYMENT**

The State shall make payment to the Acquisition Provider for authorized services completed or in accordance with the State's work authorizations. All payments shall be reimbursed with the rates specified in Attachment D-1- Fee Schedule of the contracts. Pass-through costs shall be billed at the actual cost to the Acquisition Provider. The Acquisition Provider shall not be reimbursed for pass-through costs that have not been approved in advance by the State's Right of Way (R/W) Project Delivery Office.

The Acquisition Provider is authorized to submit monthly requests for payment upon completion of services or a work authorization and acceptance of the reports or other deliverables by the State. Invoices shall not be submitted for incomplete payment milestones. Copies of invoices for pass-through costs shall be attached to the invoice.

Each request for payment shall be made by submitting a billing statement (which should include the contract number, the work authorization reference number (if applicable), the number and type of services performed, the dates when the services were performed, the cost of each service, and the total amount due and payable as of the date of the current billing) and the progress assessment report identified in Attachment H - Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements. The request for payment should be made within sixty (60) days after the services are rendered.

The Acquisition Provider will submit an original invoice in a form acceptable to the State. The State will make payment to the Acquisition Provider within thirty (30) days from receipt of the Acquisition Provider's request for payment provided that the request is properly prepared and payment for services is due. The itemized and certified billing statements shall show the total amount earned to date of submission and the amount due and payable as of the date of the current statement. Final payment does not relieve the Acquisition Provider of the responsibility of correcting any errors and/or omissions resulting from its negligence.

**ARTICLE 3 - WORK AUTHORIZATIONS**

If this is a work authorization contract, then the State will prepare and issue work authorizations, in the form identified in Attachment E, to authorize the Acquisition Provider to perform one or more work tasks. The State and the Acquisition Provider shall negotiate in good faith to determine the scope of each work order. Each work authorization will include a full description of the work to be performed by the Acquisition Provider and the estimated costs based upon the rates specified in Attachment D-1 Fee Schedule of the contract. The work authorization will not waive the State's and Acquisition Provider's responsibilities and obligations established in this contract. The executed work authorization(s) shall become part of this contract. All work authorizations must be issued within two years of the effective date of the contract. All work authorizations must be completed within two years of the date of final execution of the work authorization, unless modified by a supplemental work authorization as provided in Article 8. No work authorization may extend beyond the contract period established in Article 1, Contract Period, of the contract. The cumulative total of all work authorizations combined shall not exceed \$4,000,000.00.

The Acquisition Provider must sign and return the work authorization within three business days after receipt to signify acceptance. Refusal to accept a work authorization may be grounds for termination of the contract.

The State may, at its option, elect to acquire some services (e.g., preliminary title runs) through other contracts or purchase orders. The State reserves the right to terminate negotiation on any work authorization and to seek alternative means to complete projects initiated under a previous work authorization.

**ARTICLE 4 – PROGRESS REPORTS**

The State may require the Acquisition Provider to prepare and submit to the State monthly progress reports in sufficient detail to support the progress of the work and in support of invoice requesting payment. Any preferred format will be identified in Attachment B. Satisfactory progress of work shall be maintained as a condition of payment.

The Acquisition Provider shall, from time to time during the progress of the work, confer with the State upon the request of either party. Conferences shall be provided at the Acquisition Provider's office, an office of the State, or at other locations designated by the State. The Acquisition Provider shall prepare and present such information as may be pertinent and necessary, or as may be requested by the State, in order to evaluate the work. Should the State determine that the progress in production of work does not satisfy the Work Schedule, the State shall determine the corrective action needed.

If federal funds are to be used on this contract, the work will be subject to periodic review by the United States Department of Transportation.

The Acquisition Provider shall promptly advise the State in writing of events which have a significant impact upon the progress of the work, including:

- A. problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any State or federal assistance needed to resolve the situation; and
- B. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

**ARTICLE 5 – SUSPENSION**

Should the State desire to suspend the work, but not terminate the contract, this may be done by thirty (30) calendar days verbal notification followed by written confirmation from the State to that effect. The thirty (30) day notice may be waived in writing by both parties. The work may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the State to resume the work. The sixty (60) day notice may be waived in writing by both parties.

If the State suspends the work, the contract period is not affected and the contract will terminate on the date specified unless the contract is amended.

The State assumes no liability for work performed or costs incurred prior to the date authorized by the State to begin work, during periods when work is suspended, or subsequent to the contract completion date.

**ARTICLE 6 - ADDITIONAL WORK**

If the Acquisition Provider is of the opinion that any work it has been directed to perform is beyond the scope of the contract or individual work authorization and constitutes extra work, it shall promptly notify the State in writing. In the event the State finds that such work does constitute extra work and the cost of such increase in work would cause the maximum amount payable of the contract to be exceeded, the State shall so advise the Acquisition Provider and a written supplemental authorization will be executed between the parties as provided in Article 8 – Supplemental Agreements/Work Authorizations so long as the cumulative total of all work authorizations combined does not exceed \$4,000,000.00. The Acquisition Provider shall not perform any proposed additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement or work authorization. The State shall not be responsible for actions by the Acquisition Provider or any costs incurred by the Acquisition Provider relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

If the State finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Acquisition Provider shall make such revisions if requested and as directed by the State.

Additional work will be paid for as specified in Attachment D.

**ARTICLE 7 - CHANGES IN WORK DUE TO ERRORS**

The Acquisition Provider shall make such revisions to the work authorized in this contract which has been completed as are necessary to correct errors appearing therein, when required to do so by the State. No additional compensation shall be paid for this work.

**ARTICLE 8 - SUPPLEMENTAL AGREEMENTS/WORK AUTHORIZATIONS**

The terms of this contract or any individual work order may be modified by supplemental agreement/work authorization if the State determines that there has been a significant change in (1) the scope, complexity or character of the service to be performed; or (2) the duration of the work. Additional compensation, if appropriate, shall be paid for as specified in Attachment D. The cumulative total of all work authorizations combined shall not exceed the contract's maximum amount total of \$4,000,000.00 for indefinite delivery contracts. Any supplemental agreement must be executed by both parties within the contract period.

Supplemental work authorizations will be identified as Attachment F.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by the Acquisition Provider until full execution of the supplemental agreement and authorization to proceed is granted by the State. The State reserves the right to withhold payment pending verification of satisfactory work performed.

#### **ARTICLE 9 - PUBLIC INFORMATION ACT / OWNERSHIP AND CONFIDENTIALITY**

- A. Public Information Act / Ownership. All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract shall be furnished to the State upon request. All documents prepared by the Acquisition Provider and all documents furnished to the Acquisition Provider by the State shall be delivered to the State upon request by the State. The Acquisition Provider at its own expense, may retain copies of such documents or any other data which it has furnished the State under this Contract in accordance with Article 28 – Intellectual Property Rights. Release of information will be in accordance with the Public Information Act.
- B. Confidentiality. The Acquisition Provider shall not disclose information obtained from the State under this contract without the express written consent of the State.
- C. Access to Information. The Acquisition Provider is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

#### **ARTICLE 10 - PERSONNEL, EQUIPMENT AND MATERIAL**

- A. Acquisition Provider's Resources. The Acquisition Provider shall furnish and maintain, at its own expense, quarters for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Acquisition Provider shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Acquisition Provider who, in the opinion of the State, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project when so instructed by the State. The Acquisition Provider certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or will be able to obtain such personnel from sources other than the State.
- B. State Approval of Replacement Personnel. The Acquisition Provider may not change the Project Manager and any person listed in Attachment B-1 without prior consent of the State.
- C. Ownership of Acquired Property. Except to the extent that a specific provision of this contract states to the contrary, the State shall own all intellectual property acquired or developed under this contract and all equipment purchased by the Acquisition Provider or its subcontractors under this contract. All intellectual property and equipment owned by the State shall be delivered to the State when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

#### **ARTICLE 11 – AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 12 - SUBCONTRACTING**

The Acquisition Provider shall not assign, subcontract or transfer any portion of the work under this contract without prior written approval from the State. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the State prior to work being performed under the subcontract.

No subcontract relieves the Acquisition Provider of any responsibilities under this contract.

#### **ARTICLE 13 - EVALUATION OF WORK**

The State shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of the Acquisition Provider or a subcontractor, the Acquisition Provider shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the State or United States Department of Transportation representatives in the performance of their duties.

#### **ARTICLE 14 - SUBMISSION OF REPORTS**

All applicable reports shall be submitted in accordance with the specifications contained in Attachment B.

#### **ARTICLE 15 - VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Violation of contract terms or breach of contract by the Acquisition Provider shall be grounds for termination of the contract and any increased cost arising from the Acquisition Provider's default, breach of contract or violation of contract terms shall be paid by the Acquisition Provider. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **ARTICLE 16 - TERMINATION**

The contract may be terminated before the stated termination date by any of the following conditions.

1. By mutual agreement and consent, in writing of both parties.
2. By the State with notice in writing to the Acquisition Provider as a consequence of failure by the Acquisition Provider to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the State for reasons of its own and not subject to the mutual consent of the Acquisition Provider upon not less than thirty (30) days written notice to the Acquisition Provider.
5. By satisfactory completion of all services and obligations described herein.

Should the State terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Acquisition Provider. Compensation for completed work will be based on the Fee Schedule pursuant to Attachment D-1. No compensation will be provided for incomplete work authorizations. District approved pass-through amounts will be paid. Should the State terminate this contract under (4) of the paragraph identified above, the pass-through amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the Acquisition Provider defaults in the performance of this contract or if the State terminates this contract for fault on the part of the Acquisition Provider, the State will give consideration to



the actual costs incurred by the Acquisition Provider in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the State, the cost to the State of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the State of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the State and the Acquisition Provider under this contract, except the obligations which by their terms survive this contract. If the termination of this contract is due to the failure of the Acquisition Provider to fulfill its contract obligations, the State may take over the project and prosecute the work to completion. In such case, the Acquisition Provider shall be liable to the State for any additional cost assigned to the State.

#### **ARTICLE 17 - COMPLIANCE WITH LAWS**

The Acquisition Provider shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Acquisition Provider shall furnish the State with satisfactory proof of its compliance therewith.

#### **ARTICLE 18 - INDEMNIFICATION**

*The Acquisition Provider shall indemnify and save harmless 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 Acquisition Provider or of any person employed by the Acquisition Provider. The Acquisition Provider shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Acquisition Provider, or employees.*

#### **ARTICLE 19 - ACQUISITION PROVIDER'S RESPONSIBILITY**

The Acquisition Provider shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Acquisition Provider's responsibility for all questions arising from errors and/or omissions will be determined by the State and all decisions shall be in accordance with the State's "Errors or Omissions Policy." The Acquisition Provider will not be relieved of the responsibility for subsequent correction of any such errors or omissions.

#### **ARTICLE 20 - NONCOLLUSION**

The Acquisition Provider warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Acquisition Provider, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 21 - INSURANCE**

The Acquisition Provider certifies that it has insurance on file with the Contract Services of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560-CS, Certificate of Insurance, as required by the State. No other proof of insurance is acceptable to the State. The Acquisition Provider certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Acquisition Provider must stop work until a new certificate of insurance is provided.

**ARTICLE 22 - GRATUITIES**

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the State under this contract. Any person doing business with or who may reasonably speaking do business with the State under this contract may not make any offer of benefits, gifts or favors to departmental employees. Failure on the part of the Acquisition Provider to adhere to this policy may result in the termination of this contract.

**ARTICLE 23 - DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENT**

The Acquisition Provider agrees to comply with the requirements set forth in Attachment H - Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements as determined by the funding source.

**ARTICLE 24 - RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The State shall have the exclusive right to examine the books and records of the Acquisition Provider for the purpose of checking the amount of work performed by the Acquisition Provider at the time of contract termination. The Acquisition Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office during the contract period and for seven (7) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Acquisition Provider which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

**ARTICLE 25 – DEBARMENT CERTIFICATION**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Acquisition Provider certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**ARTICLE 26 - LOBBYING CERTIFICATION/DISCLOSURE**

The undersigned certifies to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Certification of Status. The "Acquisition Provider" certifies that it is not:
  - 1) a person required to register as a lobbyist under Chapter 305, Government Code;
  - 2) a public relations firm; or
  - 3) a government consultant.
- D. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **ARTICLE 27 - CIVIL RIGHTS COMPLIANCE**

- A. **Compliance with Regulations:** The Acquisition Provider will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. **Nondiscrimination:** The Acquisition Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Acquisition Provider will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendices A & C of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Acquisition Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Acquisition Provider of the Acquisition Provider's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Acquisition Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Acquisition Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Acquisition Provider will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Acquisition Provider's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- 1) withholding of payments to the Acquisition Provider under the contract until the Acquisition Provider complies and/or
  - 2) cancelling, terminating, or suspending of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The Acquisition Provider will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Acquisition Provider will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Acquisition Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Acquisition Provider may request the State to enter into such litigation to protect the interests of the State. In addition, the Acquisition Provider may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 28 - INTELLECTUAL PROPERTY RIGHTS**

The Acquisition Provider shall comply with the patent rights procedures as specified in 37 C.F.R. Part 401 et seq., with respect to processes and inventions developed during the course of this contract.

The State and the United States Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use any reports developed by the Acquisition Provider for governmental purposes.

#### **ARTICLE 29 - PROPERTY MANAGEMENT AND PROCUREMENT STANDARDS**

The Acquisition Provider agrees to comply with the property management standards specified in OMB Circular A-102 and 49 C.F.R. §18.36, in its control, use and disposition of property and equipment governed by those standards.

The Acquisition Provider agrees to comply with the standards specified in OMB Circular A-102 and 49 C.F.R. §18.32, in its disposal of property and equipment governed by those standards.

#### **ARTICLE 30 - COMPUTER GRAPHICS FILES**

The Acquisition Provider agrees to comply with the specifications in Attachment B.

#### **ARTICLE 31 - DEBT TO THE STATE.**

If the State Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to the Acquisition Provider because of a debt owed to the State, the State shall apply all payment due the Acquisition Provider to the debt or delinquent tax until the debt or delinquent tax is paid in full.

#### **ARTICLE 32 - PROMPT PAY**

The Acquisition Provider shall pay the subcontractor for work performed within 10 days after the Acquisition Provider receives payment for the work performed by the subcontractor. This requirement also applies to all sub-tier subcontractors and must be incorporated into all subcontracts. Failure to comply with the 10-day requirement may cause the State to withhold all payments that have or may become due, and the State may suspend the work until the subcontractor is paid.

#### **ARTICLE 33 - ACQUISITION PROVIDERS LIST**

Before contract execution, the Acquisition Provider shall provide the State with a list of all subcontractors and suppliers (as described in Title 43, Texas Administrative Code, Section 9.50 et seq.) that submitted bids/quotes/proposals for the contract. If the information is not available at the time of contract execution, the list shall be submitted with the invoices. This list shall include names, addresses, telephone numbers and types of work quoted.

#### **ARTICLE 34 - CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Acquisition Provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Acquisition Provider is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 35 - SUCCESSORS AND ASSIGNS**

The Acquisition Provider, and the State, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the

successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The Acquisition Provider shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the State.

#### **ARTICLE 36 - SEVERABILITY**

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **ARTICLE 37- PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

#### **ARTICLE 38 - CONFLICT OF INTEREST**

The Acquisition Provider represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the State or which in any way conflicts with the interests of the State. The Acquisition Provider further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the State. Specifically, the Acquisition Provider certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Acquisition Provider: any member of the Texas Transportation Commission, TxDOT's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the State's interests.

#### **ARTICLE 39 - NEPOTISM DISCLOSURE**

- A. In this section the term "relative" means:
  - 1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
  - 2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.
- B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Acquisition Provider's firm name, the name of the person who submitted the notification, the contract number, the region, district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Acquisition Provider employee, the expected role of the Acquisition Provider employee on the project, the name of the TxDOT employee who is a relative of the Acquisition Provider employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.
- C. By executing this contract, the Acquisition Provider is certifying that the Acquisition Provider does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Acquisition Provider has notified TxDOT of each instance as required by subsection (b).
- D. If the Acquisition Provider learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a

relative who is employed by TxDOT, the Acquisition Provider shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

- E. If the Acquisition Provider violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

#### **ARTICLE 40 - OFFICE OF MANAGEMENT AND BUDGET AUDIT REQUIREMENTS**

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

#### **ARTICLE 41 - E-VERIFY CERTIFICATION**

Pursuant to Executive Order RP-80, the acquisition provider certifies and ensures that for all contracts for services, the acquisition provider shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

- A. All persons employed by the acquisition provider during the term of this agreement to perform duties within the State of Texas; and
- B. All persons, including subcontractors, assigned by the acquisition provider to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

#### **ARTICLE 42 - RESTRICTIONS ON EMPLOYMENT OF FORMER STATE OFFICER OR EMPLOYEE**

The Acquisition Provider shall not hire a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of the state agency in this agreement's procurement or its negotiation until after the second anniversary the contract is signed or the procurement is terminated or withdrawn.

#### **ARTICLE 43 - PERTINENT NON-DISCRIMINATION AUTHORITIES**

During the performance of this contract, the Acquisition Provider, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

#### **ARTICLE 44. BOYCOTT ISRAEL**

- A.** “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- B.** The Acquisition Provider hereby certifies it does not boycott Israel and shall not boycott Israel during the term of the contract.



**ATTACHMENT B****SERVICES TO BE PROVIDED  
(By the Acquisition Provider)**

**SERVICE REQUIREMENTS OF THE PROVIDER: Services shall include, but are not limited to the following activities:**

**1. Project Management**

- 1.1. Negotiation of the Scope of Services for each Work Authorization
  - A. Provider shall visit project site with TxDOT's Right of Way-Project Delivery staff (ROW-PD).
- 1.2. Project Field Office. If required by a work authorization, Provider shall maintain a Project Field Office. The Project Field Office shall meet the following criteria and requirements:
  - A. Only those acceptable pass through costs identified in Attachment D, Payment Milestones, will be reimbursed.
  - B. The project field office must be dedicated to TxDOT's projects and may not be jointly used by Provider or a Sub-provider for a third-party work.
  - C. Provider may not jointly use State facilities with the exception of necessary project related meetings or scheduled input of database information into State systems if on-line accessibility is not available to the Provider.
  - D. Reasonable access to the proposed transportation project. Location shall be approved by ROW-PD.
  - E. Open during normal state work hours, Monday thru Friday, 8am – 5pm, and closed on weekends and State holidays.
  - F. Staffed with personnel available to answer questions during normal state work hours.
  - G. At least one office staff member of the Provider is required to be a current commissioned notary public.
- 1.3. Profit and Overhead Costs
  - A. All Administrative costs including salaries, travel, employee benefits, telephone, internet connection, equipment, supplies, postage (including certified mail), are included in Attachment D-1, Fee Schedule for Project Management Services.
  - B. All profit, including any management fees for all ROWAPS services are included in the Attachment D-1, Fee Schedule, for Project Management Services.
- 1.4. Communication
  - A. Invoices. Provider shall prepare and deliver one monthly invoice for each active Work Authorization to ROW-PD.
    - 1) Provider shall prepare invoices utilizing State standard payment submissions forms with supporting documentation.
    - 2) Provider shall include supporting documentation as directed by ROW-PD.
  - B. Provider shall prepare initial property owner contact list for use by ROW-PD in distribution of Provider introduction letters or as determined necessary by the ROW-PD.
  - C. Provider shall designate its Project Manager to serve as Disadvantaged Business Enterprise (DBE) Liaison to ROW-PD.
  - D. Attend weekly status meetings with ROW-PD. Date, required attendees, time and location are determined by ROW-PD.

- E. At a minimum, the Provider shall deliver a weekly written report to ROW-PD on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession of the state within the time allotted in the Work Authorization.

1.5. File Management

- A. All project and parcel documents shall be kept in the ROW-PD Office with permanent records transferred to ROW Headquarters in Austin as the Office of Permanent Record. Working files may be kept in the Provider's project administrative office, but documents generated or received by the Provider will be forwarded to the ROW-PD Office as they are generated or received by Provider. The format for type of file folders, document order and placement are determined by ROW Headquarters.
- B. Provider shall maintain records of all payments including, but not limited to, warrant number, amount, date paid, etc.
- C. Provider shall maintain copies of all correspondence and contacts with property owners.

1.6. Broker License by a Business Entity

- A. The Texas Real Estate Commission (TREC) rules require a ROWAPS Provider to have a "Broker License by a Business Entity" (the LICENSE) issued through the TREC. The designated Broker does not have to be an employee of the ROWAPS entity but there are caveats related to Errors and Omissions Insurance requirements. No Work Authorizations will be issued without verification of the LICENSE.

## 2. Real Estate Appraisal Service

- 2.1. Provider must select Appraisers from the list of State Certified Appraisers. The list can be accessed at:  
<http://www.TxDOT.gov/business/opportunities/real-estate-appraisers.html>
- 2.2. Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the Provider's Project Manager in order to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the displacee by the Relocation Assistance Agent.
  - A. Provider shall prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser and Relocation Agent on the inspection of the subject property. The written contact documents must use acceptable State forms and the records of contact must be part of the parcel file.
  - B. With the information from the Appraiser, the Provider shall secure written permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Provider is unable to secure the necessary letter of permission from the property owner, a written waiver must be obtained from the State through ROW-PD. The permission letters should be incorporated into the appraisal reports.
- 2.3. The assignment for an initial and update appraisal are two separate and distinct appraisal assignments. The fee for each assignment must be reflective of the complexity of the specific individual assignment.
- 2.4. For an initial appraisal assignment, the Appraiser shall prepare an appraisal report for each parcel to be acquired utilizing applicable State Forms. These reports shall conform to State policies and procedures along with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

- 2.5. For an updated appraisal, the Appraiser shall prepare an updated appraisal report for each parcel to be acquired utilizing applicable State Forms. These reports shall conform to State policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- 2.6. As necessary, Provider shall prepare written notification to the State of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- 2.7. All completed appraisals will be administratively reviewed and recommended for approval by ROW-PD.  
NOTE: Processing monthly invoices for appraisal services will not be delayed for the purpose of the completion of the administrative review.
- 2.8. ROW-PD coordinates with the Review Appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Review Appraiser will then coordinate with the Appraiser. To meet performance expectations, the turn-around time for this portion of the process will be:
  - A. Three business days for the Review Appraiser to complete the review and contact the Appraiser for revisions or additional information.
  - B. Three business days for the Appraiser to complete and deliver the revisions and provide the required additional information.
  - C. Two business days for ROW-PD to complete the administrative review.
- 2.9. Beyond delivery of the appraisal assignments, the Appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony are separate from the initial and update assignment.
- 2.10. Performance metrics for the on-time delivery of appraisal reports will be kept by the Provider and reported to ROW-PD on a weekly basis in a format supplied by the State. Late delivery of appraisal reports or unacceptable or untimely responses to requests from Review Appraisers or ROW-PD will negatively affect the rating of an Appraiser's evaluation and could result in reducing the number of future appraisal assignments until the Appraiser's performance improves.

### **3. Real Estate Appraisal Review Service**

- 3.1. Provider must select Review Appraisers from the list of State Certified Appraisers. The list can be accessed at:  
<http://www.TxDOT.gov/business/opportunities/real-estate-appraisers.html>
- 3.2. Review Appraiser shall review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with State policies and procedures and the Uniform Standards of Professional Appraisal Practice.
- 3.3. Review Appraiser shall prepare and submit applicable State Forms for each appraisal review assignment to ROW-PD.
- 3.4. The assignment for the review of an initial and update appraisal are two separate and distinct appraisal review assignments. The fee for each review assignment must be reflective of the complexity of the specific individual review assignment.
- 3.5. If the Review Appraiser is called to provide preparation or testimony for a Special Commissioners Hearing, the fee for the preparation time and testimony are separate from the initial and update appraisal review assignment.
- 3.6. Performance metrics for the on-time delivery of review appraisal reports shall be kept by the Provider and reported to ROW-PD on a weekly basis in a format supplied by the State. The delivery of late appraisal review report or unacceptable or untimely

responses from requests by ROW-PD would negatively affect the rating of a Review Appraiser's evaluation and could result in reducing the number of future appraisal assignments until the Appraiser's performance improves.

#### **4. Negotiation Services**

- 4.1. Provider shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform ROW-PD Office of methods to cure title deficiencies. This includes analysis of access easements.
- 4.2. Provider shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as Abstractor's Fees) these costs shall be reimbursed to the Provider as pass through costs against the authorized amount of the Work Authorization.
- 4.3. Provider shall analyze appraisal and appraisal review reports and confirm the State's approved value prior to making an offer for each parcel.
- 4.4. Provider shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- 4.5. Provider shall issue Property Owner's Survey to the property owner.
- 4.6. Securing a Right of Entry or Possession and Use Agreement (PUA) is part of general Negotiation Services. Provider shall explain and provide the opportunity for the property owner to agree to a Right of Entry or a PUA in accordance with State policy and procedures.
- 4.7. Provider shall prepare all documents required or requested by the State on applicable State forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)
- 4.8. Provider shall send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR, maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing, and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- 4.9. Provider shall respond to property owner inquiries verbally and in writing within two (2) business days.
- 4.10. Provider shall prepare a separate negotiator contact report for each parcel, per contact, on applicable State forms.
- 4.11. The curative services necessary to provide a clear title to the State are the responsibility of the Provider and thus are part of the Provider's fee for Negotiation Services and Condemnation Support Services.
  - A. Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property to the State. Incidental expenses not paid to the Title Company shall be reimbursed as a pass through and are counted against the total amount of the Contract and Work Authorization.
- 4.12. Provider has direct contact with the Title Company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the Parcel Payment through ROW-PD.
- 4.13. All original documents generated or received by the Provider shall be delivered to ROW-PD. Copies or working file documents should be kept by the Provider. Provider shall maintain parcel files of original documentation related to the purchase of the real property or property interests

- 4.14. Provider will provide closing services in conjunction with the Title Company and will be required to attend closings. In the event of a closing by mail, title work shall be reviewed prior to the closing by mail and again prior to recording of the instrument.
- 4.15. Provider shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office, except for donations, which must be forwarded to the State for acceptance by the Commission prior to recording. The actual cost of recording fees varies substantially from county to county, and these costs will be reimbursed as pass through costs against the Contract and the Work Authorization.
- 4.16. Provider shall advise property owner of the Administrative Settlement process, assist them with the preparation of a counter offer package, and transmit to ROW-PD any written counter offer from property owners including applicable State forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with State policy and procedures.
- 4.17. The Provider shall Secure title insurance for all parcels acquired, insuring acceptable title to the State. Written approval by the State is required for any exception. There should be no charges for this task, but if there are charges (such as Abstractor's Fees) these costs will be reimbursed as a pass through cost against the Contract and the Work Authorization.
- 4.18. Provider shall prepare the final offer letter, and mail the documents of conveyance by CMRRR.
- 4.19. Provider shall appear and provide Expert Witness testimony as required.

**5. Relocation Assistance Services for Residential, Business, Personal Property, and Mini Storage Units. Relocation Assistance Services can also be used for Outdoor Advertising Signs (billboards) if approved by the State.**

- 5.1. When, through no fault of the Provider, the State directs the Provider to cease all contract services and terminate the work authorization, Provider shall work with ROW-PD to determine if each relocation is to proceed or letters rescinding relocation benefits are to be sent.
  - A. When benefits are rescinded, payment for the milestone currently being worked on whether complete or not will be payable in full upon submittal of the complete file.
  - B. Complete files shall include a copy of the letter rescinding benefits and all documentation and contact logs capturing communications with the displacee and complete documentation for any claims payable up to the time the displacee is notified of their ineligibility for further relocation assistance.
- 5.2. If applicable and practical, Provider shall provide advance notice of the date and time of the initial meeting with the displacee, the Appraiser's and Relocation Agent's inspection of the subject property.
- 5.3. Provider shall notify all State approved displacees of eligibility for relocation assistance. At the time of initial contact, the Provider shall provide displacees, that are approved by the State, with a Relocation Assistance Packet consisting of the approved State forms:
  - A. Page one of the ROW-R-96
  - B. ROW-R-MP
  - C. ROW-R-CE
  - D. Relocation Assistance Brochure (supplied by the State)
  - E. Copy of the Relocation Assistance Program Survey along with a stamped return envelope addressed to Texas Department of Transportation, Right of Way Division, 125 E. 11<sup>th</sup> St., Austin, Texas 78701. All distributed surveys shall have the ROW CSJ and Parcel number information populated into the survey by the Relocation Agent before delivery to the displacee.

- 5.4. Provider shall provide on-going relocation assistance and advisory services to the displacees affected by the acquisition of right of way and shall deliver required State forms to ROW-PD that are signed by the displacee. On-going advisory services include monitoring the move and any necessary relocation activities taken by the displacee. Frequency and manner for monitoring the move must match the complexity of the relocation, however, the expectation is; multiple in-person site visits, which is standard practice, and must be documented in the contact log portion of the required State forms to be submitted at close out.
- 5.5. Provider shall locate, evaluate, and maintain files on comparable available housing as well as listings for non-residential properties, for the duration of the project. These files are subject to review by ROW-PD as deemed necessary by the State.
- 5.6. Provider shall compute and submit the request for relocation housing and rental supplement to ROW-PD on the appropriate State form with supporting photos attached for each property.
- 5.7. Provider shall provide 90-day notice:
  - A. Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered.
  - B. The 90-day notice may not be delivered prior to a personal interview with the displacee during which time the Relocation Agent determines the type, needs, and eligibilities of the displaced, or before the issuance of the initial offer.
- 5.8. Provider shall provide 30-day notice to vacate once the State has possession of the property. The displacee must be given a total of 90 days' notice prior to being required to vacate.
- 5.9. Provider shall immediately notify ROW-PD if the displacee does not vacate the premises after 30-day notice expires.
- 5.10. Provider shall perform a decent, safe, and sanitary inspection of replacement housing in accordance with State policy. Provider shall complete the appropriate State forms and submit to ROW-PD.
- 5.11. Negotiated Self-Moves (for non-residential moves)
  - A. Provider shall ensure that a Request for Negotiated Self-Move is submitted on appropriate State forms that must include: (1) a move plan; (2) written inventory signed and dated by the displacee (or their representative) and the Relocation Agent; and (3) bids from commercial movers and supporting vendors.
  - B. Depending on the complexity of the move, additional supporting documentation may be necessary.
  - C. For all Negotiated Self-Moves, Provider is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Provider and not the displacee. Moving estimates must be prepared in writing and in the name of the State and not the Provider.
- 5.12. Provider must coordinate and monitor moves with displaced homeowners, business owners, tenants, and with moving companies in accordance with State procedures.
- 5.13. Provider's Relocation Agent shall maintain relocation contact logs on appropriate State forms journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all displacees' emails with date and time sent must be captured in the Provider's relocation contact logs.
- 5.14. Provider's Relocation Agent must attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- 5.15. Provider's Relocation Agent shall process and compute increased interest payments as required.

- 5.16. Provider's Relocation Agent will be available for any appeals and hearings.
- 5.17. Provider's Relocation Agent shall prepare all relocation payment claim submissions for all displacees in accordance with State guidelines.
- 5.18. Provider's Relocation Agent shall deliver warrants in accordance with State guidelines.
- 5.19. Provider's Relocation Agent shall issue Relocation Surveys to all displacees.
- 5.20. Provider's Provider will provide an executed State form for the Certification of Eligibility with all displacee claims.
- 5.21. ROW-PD must approve the timing and content of any notice to a displacee relating to the proceedings prior to the Provider sending the notice.

## **6. Condemnation Support Services (Pre-Hearing Support)**

- 6.1. The Provider shall, upon receipt of a copy of the final offer, request an updated Title commitment for Eminent Domain from the Title Company.
- 6.2. Provider shall prepare, if applicable, Bisection, Drainage Easement, Denial of Access, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the State.
- 6.3. Provider shall use information from the Title Commitment and all other available sources to join all interested parties on the State Form ROW-E-49. Spouses of owners must be joined.
- 6.4. Upon completion of the State Form ROW-E-49 by the Provider, the Provider shall prepare packets containing all documents listed in the appropriate State form and submit packets to ROW-PD for submission to ROW Headquarters.
- 6.5. If e-filing is not required, the Provider shall, upon receipt of the packet prepared by the Attorney General's Office, file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned. The packet prepared by the Attorney General's Office will consist of Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings.
  - A. If e-filing is required, the Attorney General's Office will file petition and related documents. The Provider will coordinate with the Attorney General's Office the e-filing of the petition by the Assistant Attorney General who is handling the file to ensure the Lis Pendens is filed promptly thereafter by the Provider.
- 6.6. Provider shall record the Lis Pendens upon receipt of the cause number with the County Clerk's Office.
- 6.7. Provider shall send a copy of the filed Lis Pendens and the petition via CMRRR to all named defendants within three days of the filing of the Lis Pendens.
- 6.8. Provider shall send a copy of the condemnation petition to the Title Company and request an updated Title Commitment. Provider shall ensure the Title Company confirms the appropriate parties were named in the petition and that no changes in title have occurred. The actual cost charged by the Title Company for the Title Commitment update will be paid by the State as a pass through cost and thus must not be included in the Providers proposed fee schedule.
- 6.9. Following appointment of Commissioners by the judge, Provider shall send via CMRRR the document appointing the commissioners to the named defendants or their attorneys if represented, as well as to the AAG and ROW-PD. Provider shall secure the following documents:
  - A. Oath of Commissioners signed by the Commissioners;
  - B. Order Setting the Hearing; and
  - C. Two copies of the Notice of Hearing signed by the Commissioners.



- 6.10. If e-filing is not required: Provider shall file all originals with the court and send copies marked "copy" to ROW-PD and the Assistant Attorney General within three days after filing.
- 6.11. If the updated appraisal does not change in value, Provider shall set the date and time for the Special Commissioners Hearing. If there is an increase in value, the Provider shall send a copy of the updated appraisal along with form ROW-N-Post Petition letter to the appropriate parties by CMRRR. ROW-N-Post Petition letter to the appropriate parties by CMRRR.
- 6.12. Provider shall coordinate with the appropriate State and court personnel to reserve a conference room or court room for the hearing. The hearing shall be held in a location that conforms to the requirements of Chapter 21 of the Texas Property Code.
- 6.13. Provider shall coordinate the hearing date with the Assistant Attorney General, Appraiser, Engineer, appropriate State witnesses, three Commissioners, and a court reporter.
- 6.14. Provider shall coordinate a Pre-Hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the Assistant Attorney General, Appraiser, ROW-PD, Engineer, and appropriate State witnesses.
- 6.15. After the Hearing is set, the Provider shall serve Notices of Hearing to the indicated parties in accordance with the methods and time frames set out in Chapter 21 of the Texas Property Code but in no instances no less than 20 days prior to the Special Commissioners Hearing. If it is necessary to join a federal agency, be advised that they have an additional 60 days after service of the Hearing to prepare. The scheduling of the Hearing must allow for this additional time or any other additional time frame required by law.
- 6.16. Once the notices have been served, if e-filing is not required, the Provider shall file the original notices with the court and send copies stamped "copy" to ROW-PD and Assistant Attorney General.
  - A. If e-filing is required, the Provider shall send served notices to the Assistant Attorney General for e-filing.
- 6.17. Provider shall send a reminder letter CMRRR 2-3 weeks in advance to the Assistant Attorney General, Appraiser, three Commissioners, court reporter, and ROW-PD concerning Hearing dates.

## **7. Condemnation Support Services (Post Hearing Support)**

- 7.1. Provider shall prepare Form ROW-E-73 and commissioner's time sheets and submit to the ROW-PD within 2 business days following the hearing.
- 7.2. The provider shall obtain the signature of the commissioner of the Award of Commissioners. If e-filing is not required in the local jurisdiction, the provider shall assure that the award is filed the same day of the Special Commissioners Hearing or on the next working day, following the Special Commissioners hearing. The provider shall obtain a file marked copy of the award from the clerk of the court and provide it to ROW-PD.
- 7.3. If required, Provider shall file timesheets with the award. The judge determines the amount paid to the Commissioners.
  - A. Provider shall complete all AP-152 Forms for all Commissioners.
- 7.4. Provider shall obtain and distribute three signed and file-marked copies of the Award as follows:
  - A. One file-marked copy to the Title Company with a request for a commitment.
  - B. One file-marked copy to the Assistant Attorney General



- C. One file-marked copy (or certified copy) to the ROW-PD Office with the previously obtained Commitment to request submission for each commissioner's fee.
- 7.5. Provider shall send the Commitment and the file-marked Award to ROW-PD, which will then prepare the payment submission for each commissioner's fee.
- 7.6. Provider shall file state warrant in the registry of the court. Provider shall file a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. Note - The Date of Deposit is the Date of Take.
- 7.7. Provider shall take photographs of the interest to be acquired on the day of deposit (or the day of a PUA closing) for relocation verification and date of take appraisal purposes. If a date of take has been selected by the AAG, the Provider shall notify the Appraiser of the date the deposit is going to be made so that the Appraiser may take date of take photographs as well.
- 7.8. Provider shall send written notices of the date of deposit to ROW-PD and all interested parties.
- 7.9. Provider and any sub-providers must appear as Expert Witness when requested.

## **8. Disposal of Property Services**

- 8.1. Provider shall provide a Release of Property to the ROW-PD Office signed by the former owner stating that all personal property has been removed and any remaining items belong to the state.
- 8.2. Provider shall provide the ROW-PD Office a digital copy of the Forms 1134 and 1135, or equivalent, a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. ROW-PD will initiate the environmental surveys as needed.
- 8.3. When the environmental survey is complete, ROW-PD shall send the information about the property to abatement/demolition contractors who have been pre-selected and awarded blanket purchase orders by the State's Procurement Division.

**SERVICES TO BE PROVIDED**  
**(By the State)**

**The State will:**

1. Provide timely reviews and approval of submissions.
2. Provide an approved Right of Way Map.
3. Process and issue all payments of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to the State in accordance with State law.
4. Provide a copy to the Provider of their performance evaluation when completed.
5. Conduct surveys of property owners and displacees to determine quality of performance by the Provider.
6. Initiate, coordinate, and administer environmental investigation surveys.
7. Pay direct cost charged by the Title Company for preliminary Title Commitments, update Title Commitments and title insurance for all parcels assigned in each work authorization.
8. Pay direct cost of incidental expenses required to transfer real property to the state, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments if not collected at closing or paid by another party.
9. Not pay legal expenses incurred by the Provider.
10. Be responsible for the disposal of property, the accommodation, coordination, verification, and adjustment of utilities and supplying the Provider with the related information in order to provide open and fully transparent communications..

**ATTACHMENT B-1  
PERSONNEL**

<b>Position</b>	<b>Individual</b>
Project Manager	
Real Estate Appraiser	
Real Estate Appraiser	
Real Estate Appraiser	
Review Appraiser	
Review Appraiser	
Review Appraiser	
Negotiation Agent	
Negotiation Agent	
Negotiation Agent	
Relocation Specialist	
Relocation Specialist	
Relocation Specialist	
Condemnation Support Specialist	
Condemnation Support Specialist	
Condemnation Support Specialist	

**ATTACHMENT C**  
**Work Schedule**

1. Acquisition Provider shall attend an orientation meeting to discuss procedures with representatives of the State within seven calendar days following award of the contract.
2. The schedule of work and deliverables shall be established during negotiations for individual work authorizations and shall be binding upon Acquisition Provider's acceptance of a work order.

SAMPLE

## ATTACHMENT D PAYMENT MILESTONES

1. **Project Management Fee with Project Field Office when required by ROW-PD.**
  - 1.1 Payment made on a Fee for Service basis per month of operation. In the event of a partial month of operation, a pro-rate payment is eligible.
  - 1.2 One monthly billing for Project Management Services may be included (if applicable) on each monthly invoice for each active Work Authorization.
  - 1.3 All PROFIT, management fees, salaries, travel, employee benefits, telephone, equipment, supplies, postage, certified mail costs, etc. are to be included in the monthly invoice for Project Management Services.
  - 1.4 The number of months authorized for Project Management Fees will be shown on each Work Authorization document and does not necessarily equate to the total number of months for which the work authorization is authorized. *Example; an 18 month work authorization could include any number of months from zero to 18 that are authorized for Project Management Fees.*
  - 1.5 If a Project Field Office is required by ROW-PD, the base rent and other authorized expenses (see below) will be pass through costs to the Work Authorization. These costs will be paid on a monthly basis along with the monthly ROWAPS services invoice.
    - 1.5.1 In addition to base rent, acceptable pass through costs are:
      - a. Utility expenses for water, sewer, natural gas and electricity.
      - b. Janitorial services, property taxes, insurance, property management fees to the lessor, and trash collection.
      - c. Lessee responsibilities for expenses associated with the required project field office including, but not limited to expenses shown in the lease document, such as: janitorial services, property taxes, insurance, property management fees to the lessor, and trash collection.
    - 1.5.2 Pass through costs are necessary to complete the authorized, reviewed and approved deliverable by the State. These pass through costs are expensed against the total amount of the Contract and Work Authorization.
    - 1.5.3 No profit, management fee or service fee by the Provider is allowed on pass through costs.
    - 1.5.4 Project field office expenses for land line telephone service, cell telephone or internet connections are not eligible as pass through costs. These costs are part of the Providers normal and typical overhead costs that are covered in the monthly project management fee.
    - 1.5.5 Support documentation that evidences pass through costs shall be provided as directed by TxDOT ROW.

**2. Project Management Fee without project field office**

- 2.1 Payment made on a Fee for Service basis per month of operation. In the event of a partial month of operation, a pro-rate payment is eligible.
- 2.2 One monthly billing for Project Management Services may be included (if applicable) on each monthly invoice for each Work Authorization.
- 2.3 All profit, management fees, salaries, travel, employee benefits, telephone, internet connections, equipment, supplies, postage, certified mail charges, etc. are to be included in the monthly invoice for Project Management Services.
- 2.4 The number of months authorized for Project Management Fees will be shown on each Work Authorization document and does not necessarily equate to the total number of months for which the work authorization is authorized. *Example; an 18 month work authorization could include any number of months from zero to 18 that are authorized for Project Management Fees.*

**3. Fee for Initial and/or Update Appraisal Services**

- 3.1 Payment made on per parcel basis.
- 3.2 **100%** payment milestone paid upon delivery of complete appraisal report. Payment of this milestone does not relieve the Appraiser of the responsibility to provide timely corrections to items identified in the State's Administrative Review.

**4. Fee for Review of Initial and/or Update Appraisal**

- 4.1 Payment made on per parcel basis.
- 4.2 **100%** payment milestone paid upon submission of State Form ROW-A-10.

**5. Fee for Negotiation Service**

- 5.1 Payment made on per parcel basis.
- 5.2 **25%** payment milestone paid upon presentation of initial offer.
- 5.3. **45%** payment milestone paid upon presentation of acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant, **OR**
  - 5.3.1 **10%** payment milestone paid upon presentation of final offer, and
  - 5.3.2 **35%** payment milestone paid upon executed Possession and Use Agreement (PUA) document with ROW-PD concurrence.
- 5.4 **30%** payment milestone paid upon attending closing by deed and the delivery of the completed parcel file with signed recorded deed and the Title Policy to ROW-PD. In the event of a closing by mail, title work shall be reviewed prior to the closing by mail and again prior to the recording of the instrument.

**6. Fee for Residential Relocation Assistance Service**

- 6.1 Payment made on per displacee basis.
- 6.2 **40%** payment milestone paid upon;
  - 6.2.1 Submitting completed forms ROW-R-MP, ROW-R-96 and ROW-R-CE signed by displacee to ROW-PD;
  - 6.2.2 Delivery of computation, submittal and approval of replacement housing supplement to ROW-PD; and,
  - 6.2.3 Submitting proof of providing 90-day notice to displacee after initial interview. Displacee may not receive a 90-day notice prior to an initial interview. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of **10%**.
- 6.3 **30%** payment milestone paid upon;
  - 6.3.1 Submitting memorandum to ROW-PD reporting the actual date the displacee vacated parcel and includes detailed documentation (as directed by ROW-PD) of the move. This presumes the replacement housing has been acquired and the move was monitored by the Provider.
- 6.4 **30%** payment milestone paid upon;
  - 6.4.1 Transmittal of memorandum to ROW-PD stating that all relocation assistance has been completed.
  - 6.4.2 Submittal of completed file to ROW-PD with documents filed by date of activity. Completed file documents must contain; all contacts with the displacee, completed claim forms, copies of all payment submissions for relocation assistance, and signed form (in a checklist format, as directed and approved by ROW-PD) by displacee verifying move is completed and all benefits have been explained to them.

**7. Fee for Business Relocation Assistance Service**

- 7.1 Payment made on per Displacee basis.
- 7.2 **25%** payment milestone paid upon;
  - 7.2.1 Submitting completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee to ROW-PD; and,
  - 7.2.2 Providing 90-day notice to displacee. Displacee may not receive a 90-day notice prior to an initial interview. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of **10%**.
- 7.3 **35%** payment milestone paid upon;
  - 7.3.1 Submitting memorandum to ROW-PD reporting the actual date the displacee vacated parcel and includes detailed documentation of the move as directed by ROW-PD. The move must have been monitored.

SAMPLE



7.4 **40%** payment milestone paid upon;

7.4.1 Transmittal of memorandum to ROW-PD stating that all relocation assistance has been completed, and,

7.4.2 Submittal of completed file to ROW-PD with documents filed by date of activity. Completed file documents must contain all contacts with the displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by ROW-PD) by the displacee verifying the move is completed and all benefits have been explained to them.

8. **Fee for Personal Property and Storage Unit Relocation Assistance Service**

8.1 Payment made on per Displacee basis.

8.2 **45%** payment milestone paid upon;

8.2.1 Submitting completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee to ROW-PD; and

8.2.2 Providing 90-day notice to displacee. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of **10%**.

8.3 **55%** payment milestone paid upon;

8.3.1 Transmittal of memorandum to ROW-PD stating that all relocation assistance has been completed; and

8.3.2 Submittal of completed file to ROW-PD with documents filed by date of activity. Completed file documents must contain; all contacts with the displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the ROW-PD) by the displacee verifying the move is completed and all benefits have been explained to them.

9. **Fee for Outdoor Advertising Sign Relocation Assistance Service (if approved)**

9.1 Payment made on per Displacee basis.

9.2 **45%** payment milestone paid upon;

9.2.1 Submitting completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by displacee to ROW-PD; and,

9.2.2 Providing 90-day notice to displace. Displacee may not receive a 90-day notice prior to an initial interview. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of **10%**. If necessary, the Provider will obtain moving estimates and submit the fully executed Form R-119 to ROW-PD for pre-approval by ROW-PD.

9.3 **55%** payment milestone paid upon;

9.3.1 Transmittal of memorandum to ROW-PD stating that all relocation assistance has been completed; and,

9.3.2 Submittal of completed file to ROW-PD with documents filed by date of activity. Completed file documents must contain; all contacts with the displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by ROW-PD) by the displacee verifying move is completed and all benefits have been explained to them.

10. **Fee for Condemnation Support Services**

10.1 Payment made on per parcel basis.

10.2 **20%** payment milestone paid upon;

10.2.1 Receipt of the submission of a ROW-E-49 with supporting documentation, aka E-49 package, acceptable to ROW-PD.

NOTE: With written approval by ROW-PD, the Provider may be instructed to begin the administrative preparation of the ROW-E-49 package after the initial offer letter is presented to the property owner. In all cases, to receive payment for this milestone, the Provider must complete and submit a form ROW-E-49 acceptable to ROW-PD.

10.3 **30%** payment milestone paid upon;

10.3.1 Setting the date for the Special Commissioners Hearing and providing ROW-PD with a copy of the completed order setting the Hearing signed by all Special Commissioners; and,

10.3.2 In some cases, all of the requirements to complete the 30% milestone may have been completed and the Special Commissioners Hearing is cancelled due to no fault of the Provider. In such cases, if State requires the Provider to obtain a new order setting hearing and to serve all parties again, the 2nd milestone of 30% is eligible for a second payment.

10.4 **10%** payment milestone paid upon service of the Notice of Hearing.

10.5 **10%** payment milestone paid upon Notice of Deposit.

10.6 **30%** payment milestone paid upon delivery of completed parcel file including Judgment and Title Policy.

11. **Fee for Disposal of Property Services**

11.1 Payment made on per Parcel basis.

11.2 **100%** Payment milestone paid upon acceptance of the State Forms 1134 and 1135, or equivalent, a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. ROW-PD will have initiated the environmental surveys as needed.

**ATTACHMENT D-1  
FEE SCHEDULE**

SAMPLE

**ATTACHMENT E**  
**Work Authorization No. \_\_\_\_\_**  
**Contract No. \_\_\_\_\_**  
**For Right of Way Acquisition Professional Services**

1. Work Authorization No.: \_\_\_\_\_  
 Highway Name and No.: \_\_\_\_\_ Limits: \_\_\_\_\_  
 County Name: \_\_\_\_\_ Project Area: (N,S,W,E R/W PD – District)  
 ROW CSJ No.: \_\_\_\_\_ Construction CSJ No.: \_\_\_\_\_  
 Federal Project No.: \_\_\_\_\_
2. Date of Work Authorization organizational meeting: \_\_\_\_\_
3. (Insert Provider Company Name) is hereby authorized by the State to begin work (1) one day after the execution of this work authorization.
4. (Insert Provider Company Name), acting as an extension of Texas Department of Transportation (TXDOT), will adhere to the TxDOT Occupational Safety Manual, Chapter 5, Section 14-Personal Protective Equipment.
5. Identification of parcels to be acquired and all right of way acquisition and relocation services to be completed by the provider are shown on the attached Fee Schedule of this work authorization.
6. Rent and base utilities (electricity, natural gas, water and wastewater) are the only pass-through costs that can be processed through the ROWAPS monthly billing cycle. These pass-through costs will be counted against the total contract amount.
7. All profit, overhead, and management fees for all ROWAPS services are included in and paid as Project Management Services.
8. Invoice copies for each sub-provider must be submitted by (Provider Company Name) with each ROWAPS invoice billing TxDOT for any sub-provider services to the R/W PD Project Manager.
9. The direct cost of lien release fees, preliminary title commitments, title insurance and cost of filing petition in eminent domain cases will be paid directly by TxDOT through normal payment processing not in conjunction with this work authorization. Such costs will not be counted against the total contract amount.
10. TxDOT, Right of Way Project Delivery (R/WPD) Project Manager(s) contact information is as follows:  
 (name, address, email address and, phone)

11. List all Provider personnel to serve in key roles in the performance of each service of this work authorization, including name, address and phone number.

Project Manager:
Real Estate Appraiser(s):
Review Appraiser(s):
Negotiation Agent(s):
Relocation Specialist(s):
Condemnation Support Specialist(s):
Disposal of Property Specialist(s)
DBE Liaison:

\*\*\*Personnel must be listed in the Provider's contract. If new or additional personnel are required for this work authorization, they must be added through a contract amendment.

12. Total cost shown on the attached Fee Schedule: \$ \_\_\_\_\_
13. Term of this Work Authorization with the date of execution by the State and expire on Month, Day, Year. The term of the Work Authorization must not extend past the date of the expiration of the contract unless the contract is amended first.
14. One ROWAPS Invoice must be submitted every month during the period of the work authorization along with any supporting documentation. If no milestones were met for the month, a zero dollar invoice must be submitted along with the H-3 Form. If submitting a final invoice, even if the final invoice is zero dollars, a H-4 Form must also be submitted.
15. Interim Completion Dates:
16. Additional Requirements:
17. See Attached:
- Fee Schedule (Insert Work Authorization Number here)
  - Project Management Schedule
  - DBE (H-2 Form)
  - Transference of Milestone Spreadsheet (if applicable, otherwise delete)
  - Copy of Chapter 5, Section 14, Personal Protective Equipment

Accepted by Acquisition Provider:

Authorized by the State:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Right of Way Project Delivery Supervisor  
Print Title

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Texas Department of Transportation

**ATTACHMENT F**  
**SUPPLEMENTAL WORK AUTHORIZATION No. \_\_\_\_\_**  
**TO WORK AUTHORIZATION No. \_\_\_\_\_**  
**Contract No. \_\_\_\_\_**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made by and between the State of Texas, hereinafter called the State, and PROVIDER NAME, hereinafter called the Acquisition Provider, and becomes effective upon issuance by the State.

The State issued Work Authorization No. 55-6XXPPXXX to Contract No. 55-6XXPP0XX on the xxth day of Month, Year, which authorized the Acquisition Provider to begin work on the project at the following location:

Hwy No. XXXXX; Limits: From xxxxxxxx To xxxxxx  
 xxxxxx County  
 ROW/ xxxxxx District  
 ROW CSJ: xxxx-xx-xxxx  
 Construction CSJ: xxxx-xx-xxxx  
 Federal Project No. xx xxxx(xxx)

The State previously issued the following Supplement(s) to the original work authorization: None **OR** Supplement No. 1 to WA 55-6XXPPXXX: \$0.00 (executed by State on DATE)

With the State's execution of this supplement, Work Authorization 55-6XXPP0XX is amended as follows:

Description of Change	Action Required ( <i>Type of Action and Reason for Action</i> )	Net \$ Change to Work Authorization
<b>Total</b>	Net change to Work Authorization	Add \$0.00

New Final Cost with the State's execution of this supplement: **\$0.00**  
 (\$0.00 Original Work Authorization, plus \$0.00 Supplement #1)

Final Completion Date: DATE or expiration of Contract 55-6XXPPXXX, whichever date is sooner.

See Attached:

- Revised Fee Schedule – Supplement No. 01 to WA 55-6XXPPXXX
- Revised Project Management Chart
- Revised H-2 Form
- Revised Transference of Milestones Spreadsheet (if applicable)
- New Interim Evaluation if supplement includes a request for time that would require an extension of the expiration date of the work authorization. The date of the new interim evaluation should precede the execution of the work authorization supplement.

All other terms and conditions of Work Authorization No. 55-6XXPPXXX remains in full force and effect.

Accepted by Acquisition Provider:

Authorized by the State:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Right of Way Project Delivery Supervisor  
Print Title

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Texas Department of Transportation  
Print Company Name

SAMPLE

## **ATTACHMENT G**

**Not Applicable**

SAMPLE



## **Attachment H Instructions**

The following pages contain six (6) different Exhibits to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the contract is funded in whole or part by federal funds or state funds, and whether or not a HUB/DBE goal has been set for the contract. The following pages contain separate reporting forms for federally funded DBE participation and state funded HUB participation. **Select the forms that are appropriate for your contract and delete the rest along with these instructions from the final contract.**

<b>Federally Funded Contracts</b>
<p><b>Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"> <li>◆ This provision is applicable to federally funded contracts with assigned DBE goals.</li> <li>◆ The appropriate forms for this provision are Exhibits H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract.</li> <li>◆ Note: if the contract requires work authorizations, a completed Exhibit H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.</li> <li>◆ Exhibit H-3 must be submitted monthly to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.</li> <li>◆ Exhibit H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li> </ul>
<p><b>Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"> <li>◆ This provision is applicable to federally funded contracts with no DBE goal assigned.</li> <li>◆ If no subcontractors will be used, the appropriate forms for this provision are Exhibits H-3 and H-5. A copy of each form is required in the contract.</li> <li>◆ Note: If subcontractors are used, the required forms would be Exhibits H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract.</li> <li>◆ Exhibit H-3 must be submitted monthly to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.</li> <li>◆ Exhibit H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li> </ul>
<p><b>Exhibit H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.</b></p> <ul style="list-style-type: none"> <li>◆ Required for all federally funded contracts.</li> <li>◆ This form is required monthly and must be submitted to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.</li> <li>◆ This form must be submitted with each invoice to the appropriate agency contact for payment.</li> </ul>
<p><b>Exhibit H-5, Federal Subprovider and Supplier Information</b> Required for all federally funded contracts.</p>

## State Funded Contracts

### **Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required**

- ◆ This provision is applicable to state funded contracts with a HUB goal assigned.
- ◆ The appropriate reporting forms for this provision are Exhibits H-1, H-2, H-4, and H-6 (Texas Facilities Commission [TFC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- ◆ Note: if the contract requires work authorizations, a completed Exhibit H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- ◆ Exhibit H-6 will be required monthly and must be submitted to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.
- ◆ Exhibit H-6 must be submitted with each invoice to the appropriate agency contact for payment.

### **Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required**

- ◆ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Exhibits H-1 and H-6.
- ◆ Note: If subcontractors are used, the required forms would be Exhibits H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- ◆ Exhibit H-6 must be submitted monthly to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even though there is no invoice being submitted or subcontracting to report.
- ◆ Exhibit H-6 must be submitted with each invoice to the appropriate agency contact for payment.

### **Exhibit H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Facilities Commission (TFC) form and cannot be altered.**

- ◆ Required for all State funded contracts.
- ◆ Exhibit H-6 is required monthly and should be submitted to the Business Opportunity Programs Office through a fax to (512) 486-5519. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- ◆ A copy of Exhibit H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- ◆ The "Object Code" section(s) on this form should remain blank.

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

- 1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.
- 2) **POLICY.** It is the policy of the DOT and the Texas Department of Transportation (henceforth the "State") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the State's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the State's Disadvantaged Business Enterprise Program, apply to this contract as follows.
  - A. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the State's Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
  - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
  - c. When submitting the contract for execution by the State, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the State. Exhibit H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the State. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
  - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the State; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the State; or such other remedy or remedies as the State deems appropriate.
- 3) **DEFINITIONS.**
  - a. "State" means the Texas Department of Transportation (TxDOT).
  - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
  - c. "Provider" is any individual or company that provides professional or technical services.
  - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.
  - e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the State in accordance with 49 CFR Part 26.
  - f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
  - g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

- 4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this contract is \_\_\_\_\_% of the contract amount.
- 5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the State.
- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
  - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
  - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
  - (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
  - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
  - (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
  - (10) If the State's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.
- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the State that the originally designated DBE was not able or willing to perform.
- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Exhibit H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to

prior written approval by the State. The State may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

- e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

- a. The State certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this State's DBE program.
- c. The State publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the State's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at:  
[http://www.dot.state.tx.us/services/business\\_opportunity\\_programs/tucp\\_dbe\\_directory.htm](http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm).
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

- 7) **DETERMINATION OF DBE PARTICIPATION.** A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the State's contract number or project number may be required to substantiate the payment, as deemed necessary by the State.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Exhibit H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the State's Business Opportunity Programs Office monthly; in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.**

These reports will be required until all subprovider activity is completed. The State may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.

- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of seven (7) years following final payment or until any investigation, audit, examination, or other review undertaken during the seven (7) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the State or the DOT.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the DBE payments. The Final Report is to be sent to the State's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the State will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Exhibit H-3), submitted to the State's Business Opportunity Programs Office by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the State. The Monthly Progress Assessment Report (Exhibit H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the State if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the State reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the State; or such other remedy or remedies as the State deems appropriate.

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**ATTACHMENT H-FN****Disadvantaged Business Enterprise (DBE)  
for Race-Neutral Professional or Technical Services Contracts**

**POLICY.** It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the State's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Exhibit H-3 Form. Payments to DBEs reported on Exhibit H-3 are subject to the following requirements:

**DETERMINATION OF DBE PARTICIPATION.** A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the State's contract number or project number may be required to substantiate the payment, as deemed necessary by the State.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the State or other such remedy as the State deems appropriate.

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**ATTACHMENT H-SG**

**Historically Underutilized Business  
for State Funded Professional or Technical Services Contracts  
HUB Goal Assigned-State of Texas Subcontracting Plan Required**

- 1) **POLICY.** It is the policy of the State to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in State contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the State's HUB Program apply to this contract as follows:
- (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
- a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
  - b. When submitting the contract for execution by the State, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the State. Exhibit H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the State. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
  - c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the State; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the State's HUB Program; or such other remedy or remedies as the State deems appropriate.
- 2) **DEFINITIONS.**
- a. "State" means the Texas Department of Transportation (TxDOT).
  - b. "Contract" is the agreement between the Texas Department of Transportation and a Provider.
  - c. "Provider" is any individual or company that provides professional or technical services.
  - d. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
  - e. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Facilities Commission.
- 3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is \_\_\_\_\_% of the contract amount.
- 4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
- a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.



- (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
- (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
- (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
- (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
- (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
- (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the contract.
- c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the State that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
- d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the State. The State will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
- e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

#### 5) **ELIGIBILITY OF HUBs.**

- a. The Texas Facilities Commission (TFC) certifies the eligibility of HUBs.
- b. The TFC maintains a directory of certified HUBs. The HUB Directory is available through the State's Business Opportunity Programs Office and through the Internet at the TFC's Website (<http://www.tfc.state.tx.us/divisions/commissionadmin/prog/HUB>).
- c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
- d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The State will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
- e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

**DETERMINATION OF HUB PARTICIPATION.** A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks,

properly identifying the State's contract number or project number may be required to substantiate the payment, as deemed necessary by the State. A HUB subprovider, with prior written approval from the State, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the State prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

#### 6) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the State will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) submitted to the Business Opportunity Programs Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the State. The State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

- (1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
- (2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
- (3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
- (4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
- (5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

A Provider's failure to meet the HUB goal and failure to demonstrate to the State's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the State reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the State's HUB program; or such other remedy or remedies as the State deems appropriate.

#### 7) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) is to be sent to the Business Opportunity Programs Office of the State monthly. In addition, the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **These State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all

work on the contract has been completed. The State may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

- b. Subproviders should be identified on the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.
- c. All such records must be retained for a period of seven years following final payment, or until an investigation, audit, examination, or other review undertaken during the seven years, and shall be available at reasonable times and places for inspection by authorized representatives of the State and other agencies.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the subprovider payments to the Business Opportunity Programs Office of the State, and one copy to the State with the Provider's final invoice.

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## ATTACHMENT H-SN

### **Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts No State of Texas HUB Subcontracting Plan Required**

**POLICY.** It is the policy of the State to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in State contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Exhibit H-6 Form. Payment to non-HUBs subproviders must be reported on Exhibit H-6. Payments to HUBs reported on Exhibit H-6 are subject to the following requirements:

**DETERMINATION OF HUB PARTICIPATION.** A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the State's contract number or project number may be required to substantiate the payment, as deemed necessary by the State.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

**REQUIRED FORMS.** If subcontractors are used under the contract that has no stated HUB goal, Exhibits H-1, H-2, H-4 and H-6 are required. Exhibits H-1 and H-6 are required if no subcontractors are being used to perform work under this contract.

State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) should be submitted with the Provider's invoice.

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**EXHIBIT H-1****Texas Department of Transportation  
Subprovider Monitoring System  
Commitment Worksheet**

Contract #: \_\_\_\_\_ Assigned Goal: \_\_\_\_\_% Federally Funded \_\_\_\_\_ State Funded \_\_\_\_\_

Prime Provider: \_\_\_\_\_ Total Contract Amount: \_\_\_\_\_

Prime Provider Info: DBE \_\_\_\_ HUB \_\_\_\_ Both \_\_\_\_

Vendor ID #: \_\_\_\_\_ DBE/HUB Expiration Date: \_\_\_\_\_

(First 11 Digits Only)

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

<b>Subprovider(s) (List All)</b>	<b>Type of Work</b>	<b>Vendor ID # (First 11 Digits Only)</b>	<b>D=DBE H=HUB</b>	<b>Expiration Date</b>	<b>\$ Amount or % of Work *</b>
<b>Subprovider(s) Contract or % of Work* Totals</b>					

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars \$ \_\_\_\_\_Total DBE **or** HUB Commitment Percentages of Contract \_\_\_\_\_%

(Commitment Dollars and Percentages are for Subproviders only)

**EXHIBIT H-2**

**Texas Department of Transportation  
Sub-provider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Sub-providers are used, the form must be completed and signed. If no DBE/HUB Sub-providers are used, indicate with "N/A" on this line: \_\_\_\_\_ and complete the following areas: Contract #, Assigned Goal %, Prime Provider, Work Authorization(WA) #, WA Amount, Date, Supplemental Work Authorization (SWA) # to WA# (if applicable), SWA Amount and Revised WA Amount and attach to the work authorization or supplemental work authorization.**

Contract #: \_\_\_\_\_ Assigned Goal: \_\_\_\_\_ % Prime Provider: \_\_\_\_\_

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

<b>Description of Work</b> <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	<b>Dollar Amount</b> <i>(For each category of work or task description shown.)</i>
<b>Total Commitment Amount (Including all additional pages.)</b>	\$

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Sub-provider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<b>Provider Name:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>
<b>DBE/HUB Sub Provider</b> <b>Sub-provider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>
<b>Second Tier Sub Provider</b> <b>Sub-provider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>
<b>VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).</b>	



**EXHIBIT H-3**

**Texas Department of Transportation Sub-provider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.) \_\_\_\_\_ / \_\_\_\_\_ Invoice # \_\_\_\_\_**

Contract #: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Approved Supplemental Agreements: \_\_\_\_\_

Prime Provider: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_

Work Authorization Amount: \_\_\_\_\_

*If no sub-providers are used on this work authorization, please indicate by placing "N/A" on the 1<sup>st</sup> line under Sub-providers.*

DBE	All Sub-providers	Category of Work	Total Sub-provider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

**1 Copy with Invoice - Contract Manager/Managing Office**

**1 Copy – TxDOT, BOP Office, 125 E. 11th, Austin, TX 78701, 512-486-5547, toll free 866-480-2518, or Fax to 512-486-5519**

I certify that the above is a true and correct statement of the amount to be paid to the firms listed above within ten (10) days of payment to the prime provider. The invoice attached to this Exhibit H-3 is submitted for payment of services already performed.

\_\_\_\_\_  
 Print Name - Company Official /DBE Liaison Officer

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Fax



**EXHIBIT H-4**

**Texas Department of Transportation  
Sub-provider Monitoring System  
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of this work authorization. The report should reflect **all sub-provider activity** on the project for this work authorization. The report will aid in expediting the final estimate for payment.

If the HUB or DBE goal requirements were not met, and the provider has multiple work authorizations under this contract, support documentation of good faith effort must be submitted when this contract expires.

DBE Goal: \_\_\_\_\_%      Contract No. \_\_\_\_\_      Total Contract Amt: \$ \_\_\_\_\_

Work Authorization No: \_\_\_\_\_      Total Work Authorization Amount: \$ \_\_\_\_\_

Total Amount **Paid** to this Work Authorization **Including this Invoice**: \$ \_\_\_\_\_

DBE Yes/No	Vendor ID #	Sub-providers	Total \$ Amt Paid to Date

This is to certify that \_\_\_\_\_% of the work for this work authorization was completed by the DBE sub-providers as stated above. (***NOTE: the percentage of work completed is based upon the Total Amount Paid to this Work Authorization.***)

\_\_\_\_\_  
By: Prime Provider

\_\_\_\_\_  
Per: Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

**EXHIBIT H-5**

**Federal Subprovider and Supplier Information**

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number

The information must be provided and returned with the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone #

*This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.*

### ***Report HUB and Non-HUB subcontractor information***

HSP-PAR Rev. 9/05