

TEXAS DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES DIVISION

SPECIFICATION NO.  
TxDOT 968-66-25\*  
REVISED: JULY 2010

SUPPORT SERVICES FOR EMINENT DOMAIN PROCESS

PUBLICATION

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1. SCOPE: This solicitation is an Invitation for Bid (IFB) to provide support services for the eminent domain process. Services may include all or some of the requirements specified on Attachment A – Negotiation Services, Attachment B – Condemnation Services, Attachment C – Relocation Services or Attachment D – Disposal of Property Services. If any of these services are required, it will be identified on the solicitation. The services shall be performed for TxDOT Right of Way (ROW) projects on an as-needed basis in TxDOT regions throughout the state of Texas.
2. DEFINITIONS OF TERMS AND ACRONYMS
  - 2.1. AAG – Texas Assistant Attorney General
  - 2.2. CA – Condemnation Authority – Any entity with eminent domain authority; such as the federal government, state government, any political subdivision of the state government, utility companies, oil and gas pipeline companies, or water improvement or water control districts.
  - 2.3. EMINENT DOMAIN: A right of a government to take private property for public use by virtue of the superior dominion of the sovereign power over all lands within its jurisdiction
  - 2.4. FORM 1134 – Request to Sell Right of Way Improvement Acquired
  - 2.5. FORM 1135 – Right of Way Improvement Picture Page
  - 2.6. LIS PENDENS: A written notice that a lawsuit has been filed concerning real estate, involving either the title to the property or a claimed ownership interest in it.
  - 2.7. OAG – Office of the Attorney General of Texas
  - 2.8. PM – Project Manager
  - 2.9. ROW – Right of Way

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\* This Specification Supersedes Specification No. TxDOT 968-66-25 Revised April 2008.

- 2.10. ROW-E-49 – Request for Eminent Domain Proceedings
  - 2.11. ROW-E-73 – Data Sheet - Special Commissioners Hearing
  - 2.12. ROW-N-94 – Negotiator's Report
  - 2.13. ROW-R-96 – Relocation Advisory Assistance Parcel Record
  - 2.14. ROW-R-106 – Residential Property Evaluation
  - 2.15. ROW-R-107 – Supplemental Payment Estimate, Replacement Housing
  - 2.16. ROW-R-116 – Replacement Housing Inspection
  - 2.17. ROW-R-CE – Certification of Eligibility
3. APPLICABLE LAWS AND STANDARDS: The vendor shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the services, including, but not limited to:
- 3.1. Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
  - 3.2. 29 CFR, Subtitle A, Chapter 1, Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed In Whole or In Part by Loans or Grants from the United States.
  - 3.3. 41 CFR, Subtitle B, Chapter 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - 3.4. TxDOT ROW Manuals, latest editions.
4. RESPONDENT QUALIFICATIONS: The respondent shall:
- 4.1. Be a company engaged in the business of providing support services for the eminent domain process with attention on condemnation support services and be a licensed Texas real estate broker for a minimum of five years within the last ten years. Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.
  - 4.2. Be in good financial standing and current in payment of all taxes and fees such as state franchise fees. TxDOT reserves the right to request a copy of the respondent's audited or un-audited financial statement.
- When financial statements are requested, TxDOT will review the respondent's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service required in the solicitation. TxDOT will be the sole judge in determining the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:
- 4.2.1. Balance sheets.

- 4.2.2. Net working capital.
  - 4.2.3. Current asset ratio.
  - 4.2.4. Liquidity ratio.
  - 4.2.5. Auditor(s) notes.
  - 4.2.6. Any notes to the financial statements.
5. KEY PERSONNEL QUALIFICATIONS: The respondent shall provide the following key personnel:
- 5.1. PROJECT MANAGER (PM): The respondent shall designate a PM with a minimum of five years experience within the last seven years in project management for similar services. PM shall have served as PM for a Condemnation Authority (CA) on ROW projects with a minimum of 50 parcels.
  - 5.2. NEGOTIATION AGENT: The negotiation agent shall be a licensed Texas real estate agent and have a minimum of three years experience within the last five years with a CA and have negotiated a minimum of 30 parcels.
  - 5.3. CONDEMNATION SUPPORT SPECIALIST: The condemnation specialist shall have a minimum of three years experience within the last five years providing condemnation support similar to preparation of the ROW-E-49 Eminent Domain package for a minimum of 30 parcels.
  - 5.4. RELOCATION ASSISTANCE SPECIALIST: The relocation specialist shall be a licensed Texas real estate agent and have a minimum of three years experience within the last five years providing relocation services for CAs for a minimum of 30 displacees under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act.
6. VENDOR REQUIREMENTS: The vendor shall:
- 6.1. Adhere to the TxDOT Terms and Conditions identified on the solicitation.
  - 6.2. Provide all labor necessary to meet requirements of the specified services throughout the term of the purchase order.
  - 6.3. Provide a work schedule for each parcel of each project which details the work to be accomplished and the time frames estimated to complete each phase of the project.
7. KEY PERSONNEL REQUIREMENTS
- 7.1. The PM's primary responsibility shall be the day-to-day operation of the service in accordance with the requirements of the purchase order.
  - 7.2. The PM shall be a permanent staff employee and shall serve as a constant primary point of contact for TxDOT.
8. SERVICE REQUIREMENTS: The vendor shall:
- 8.1. Provide the services described in the appropriate attachments identified on the IFB.

- 8.2. Perform any and all necessary duties to bring condemnation(s) to close.
- 8.2.1. In the case of a parcel that has been assigned to the vendor and is negotiated prior to the special commissioners hearing being convened, TxDOT region ROW office and the vendor will determine the percent of work completed on the parcel and payment will be made based on that percentage.
- 8.2.2. Parcels for condemnation will be assigned to vendor by a purchase order release. The release for each parcel will not terminate until accepted and certified complete by TxDOT. (Ref. Para. 8.2.3.)
- 8.2.3. Work on assignments shall be considered complete when the commissioner's award is filed in the registry of the court and all notices of filing have been mailed.

9. PROGRESS REPORT: The vendor shall submit a current status report on each project in progress each Monday to the designated TxDOT representative. The format and method of submission will be agreed upon between TxDOT and the vendor.

- 9.1. The vendor shall develop and maintain a production reporting system tracking all critical events, both scheduled and actual, for each parcel on the project.
- 9.2. At the request of TxDOT or the vendor, meetings will be held at the region or district office in which the eminent domain process is being conducted. TxDOT may include evaluation of the vendor's services and performance by TxDOT.
- 9.3. Should TxDOT determine that the progress in production of work does not satisfy the work schedule, TxDOT will review the work schedule with the vendor to determine corrective action needed.
- 9.4. The vendor shall advise TxDOT in writing of events having a significant impact upon the progress of the work, including but not limited to: problems, delays, adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals or preclude the completion of the project by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any TxDOT or federal assistance needed to resolve the situation.

NOTE: All work performed under the purchase order is subject to review by the Federal Highway Administration.

10. PERSONNEL CONTINUITY AND REPLACEMENT

- 10.1. TxDOT recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the PM will require that the vendor propose a replacement. In the event that such a replacement is necessary, the vendor agrees that no personnel shall begin work on the project without prior written approval from TxDOT.
- 10.2. The vendor agrees that the PM assigned to the project shall remain available for the entirety of the project throughout the term of the purchase order as long as that individual is employed by the vendor and until the project is complete.

- 10.3. If TxDOT determines that the PM or any key personnel are unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.
- 10.4. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to TxDOT. A profile and references will be requested for the proposed replacement(s). TxDOT may reject any replacement if references or past working performance is questionable or unfavorable. TxDOT will be the sole judge of the qualifications of the proposed replacement personnel.

## 11. SUBCONTRACTING

- 11.1. Subcontractors providing service under the purchase order shall meet the same service requirements and provide the same quality of service required of the vendor.
- 11.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.
- 11.3. The vendor shall be the primary contact for TxDOT and subcontractor(s).
- 11.4. The vendor shall manage all quality and performance, project management, and schedules for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
- 11.5. TxDOT retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.
- 11.6. TxDOT reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by TxDOT.
- 11.7. Subcontracting shall be at the vendor's expense.
- 11.8. During the term of the purchase order, if the vendor determines a need for a subcontractor change, TxDOT shall be notified in writing by the vendor within 30 days of any proposed change. The vendor shall be required to provide references and work history for any proposed subcontractor to TxDOT. No change will be allowed without written authorization by TxDOT.
- 11.9. SOLICITATIONS OVER \$100,000: TxDOT will make an initial determination of whether subcontracting is probable. It is the respondent's determination to choose to subcontract any of the work under this purchase order with a Texas Certified Historically Underutilized Business (HUB) or other businesses.
  - 11.9.1. If TxDOT has determined that subcontracting opportunities are probable, the class and items in which HUBs may be registered will be noted in the solicitation.
  - 11.9.2. The respondent shall identify all proposed HUB and other subcontractors at the time of response submittal. The required forms with video instructions can be found at the following website:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

- 11.9.3. HUB SUBCONTRACTING PLAN (HSP) PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT: After award of the purchase order, the vendor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. The report shall be submitted to the TxDOT contract manager monthly. The report shall be submitted monthly even during the months the vendor is not invoicing TxDOT. All payments made to subcontractors shall be reported. TxDOT may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.

12. TRAVEL

- 12.1. All travel and per diem shall be included in the unit price.
- 12.2. TxDOT will not reimburse travel expenses for progress report meetings.

13. CONFLICT OF INTEREST: The vendor, vendor's personnel, and vendor's subcontractor(s) shall affirm not to have, nor acquire any interest during the term of the purchase order that would conflict in any manner with the performance of the vendor's obligations in regards to services authorized.

14. FEDERAL REQUIREMENTS: The vendor shall:

- 14.1. Allow access by TxDOT, the Federal Highway Administration, the Comptroller General of the United States, or any duly authorized representatives to any books, documents, papers, and records of the vendor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transactions.
- 14.2. Retain all required records for three years after TxDOT makes final payments and all other pending matters are closed.

15. OWNERSHIP OF DOCUMENTS

- 15.1. All data, sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of the purchase order are the exclusive property of TxDOT and shall be furnished to TxDOT upon request. All documents prepared by the vendor and all documents furnished to the vendor by TxDOT shall be delivered to TxDOT upon completion or termination of the purchase order. The vendor, at vendor's expense, may retain copies of such documents or any other data which it has furnished TxDOT under the purchase order in accordance with Intellectual Property Rights. Release of any other information shall be in conformance with the Texas Open Records Act.
- 15.2. The vendor shall allow public access, in conformance with the Texas Open Records Act, to all documents, papers, letters, or other material made or received by the vendor in conjunction with the purchase order. Failure by the vendor to grant such public access shall be grounds for immediate cancellation of the purchase order by TxDOT. However, upon receipt of any such public records request, the vendor shall immediately notify the TxDOT designated representative and secure prior written consent before releasing such documents.

16. INVOICING INSTRUCTIONS: The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original invoice shall be sent or emailed to the address shown on the purchase order to ensure timely payment and shall include the following:

- 16.1. Complete 16-digit purchase order number.
  - 16.2. Vendor Employer identification Number (EIN).
  - 16.3. Date and time of service.
  - 16.4. Location of service.
  - 16.5. Name of eminent domain parcel.
  - 16.6. Vendor employee name.
  - 16.7. An invoice requiring correction shall be re-submitted with a new invoice date.
17. TXDOT RESPONSIBILITIES: TxDOT will:
- 17.1. Provide a contract manager who will act as the point of contact.
  - 17.2. Provide all necessary standard forms and brochures.
  - 17.3. Assure ROW project release.
  - 17.4. Provide timely reviews and approval of submissions.
  - 17.5. Provide ROW maps of the project and plats along with legal descriptions for each parcel to be acquired.
  - 17.6. Review, monitor and evaluate vendor's services to determine if corrective action is required.
  - 17.7. Provide final approval for payments of all relocation supplements and moving.
  - 17.8. Review, process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to TxDOT in accordance with State law.
  - 17.9. Provide a copy of the performance evaluation to the vendor when completed.
  - 17.10. Reserve the right to conduct surveys of property owners and displacees to determine quality of performance by the vendor.
  - 17.11. Initiate, coordinate, and administer environmental investigation surveys.
  - 17.12. Pay direct cost of preliminary title commitment and title insurance for all parcels acquired.
  - 17.13. Pay direct cost of filing the petition in eminent domain cases.
18. RESPONSE SUBMISSION: Failure by the respondent to submit the documentation listed below will disqualify the respondent from further consideration. The response submission shall be submitted in the following format:
- 18.1. **GENERAL FORMAT**: The respondent shall submit one signed and dated original (marked Original) and three copies (marked Copy). The submission shall be in separate loose leaf binders on one sided 8-1/2 x 11 inch paper and shall be tab-indexed corresponding to the

sections listed below. Plastic spine-bound or wire bound submittals are highly discouraged. Include only the information specified for each section.

- 18.2. ORIGINAL RESPONSE: The original response shall include the following:
- 18.2.1. Section 1 – Invitation for Bid (IFB): Original signed, dated and completed IFB.
  - 18.2.2. Section 2 – Schedule 1 – Pricing
  - 18.2.3. Section 3 – Schedule 2 – Company Qualifications and Experience: The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience:
    - 18.2.3.1. Name, address, phone number, and email address of the person TxDOT should contact with any questions regarding the response submission.
    - 18.2.3.2. Provide a brief description of related or similar services performed within the last five years.
    - 18.2.3.3. Managing related or similar services of the same size and scope.
  - 18.2.4. Section 4 – Schedule 3 – Key Personnel Qualifications and References: The respondent shall provide resumes or brief profiles and references. References shall substantiate the number of years of required experience of the individuals, including any subcontractors, who will be part of the respondent's personnel providing the service (Ref. Para. 5.). The profile shall include:
    - 18.2.4.1. Each individual's name and title.
    - 18.2.4.2. Education.
    - 18.2.4.3. Description of qualifications and number of years experience for the last five years (Ref. Para. 5).
    - 18.2.4.4. References.
  - 18.2.5. Section 5 – Schedule 4 – Respondent References: Respondent shall submit references for all similar services, which are alike in size and scope that verify the qualifications and experience requirements for services completed within the past ten years. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed. The response may be disqualified if TxDOT is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if TxDOT receives negative responses. TxDOT will be the sole judge of references.
  - 18.2.6. Section 6 – License(s): The respondent shall include copies of required licenses as required for the work being performed, including subcontractors.
  - 18.2.7. Section 7 – HUB Subcontracting Plan (if applicable).

- 18.3. FINANCIAL STANDING: The respondent should submit with the original response a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees (Ref. Para. 4.2.).
- 18.4. COPIES: The three reproduced copies (marked Copy) shall include only the following tab-indexed sections:
  - 18.4.1. Section 3 – Schedule 2 – Company Qualifications and Experience.
  - 18.4.2. Section 4 – Schedule 3 – Key Personnel Qualifications and References.
  - 18.4.3. Section 5 – Schedule 4 – Respondent References.
  - 18.4.4. Section 6 – License(s)
19. RESPONSE EVALUATION
  - 19.1. STEP 1 – REVIEW OF RESPONSES BY PURCHASING: Only complete responses with the listed required submittal documents and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.
  - 19.2. STEP 2 – INITIAL EVALUATION – A TxDOT evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy TxDOT requirements.
    - 19.2.1. Respondent qualifications are based on a best value determination and the information submitted with a response and will comprise 60% of the evaluation total.
    - 19.2.2. Pricing submitted for the solicitation requirements will be 40% of the evaluation total.
  - 19.3. STEP 3 – DISCUSSIONS: TxDOT may request that selected respondents, including key personnel participate in a discussion meeting.
    - 19.3.1. Discussion Meeting: The respondent and TxDOT may discuss and clarify various requirements of the solicitation, vendor response, discuss any negotiable points, further confirm proposed personnel qualifications and determine the respondent's capability to perform the service. A TxDOT evaluation committee may evaluate and score each discussion.
      - 19.3.1.1. TxDOT will advise each respondent in writing of the location, date and time of their scheduled discussion meeting. A minimum of two weeks notice will be given to the respondent(s) selected for the discussion meeting phase.
      - 19.3.1.2. TxDOT may provide the respondent with a list of proposed key personnel required to attend and participate in the meeting.
      - 19.3.1.3. Respondent and proposed key personnel should be prepared to address any questions that may be asked by TxDOT evaluators.

19.3.2. TxDOT reserves the right to continue discussions with selected respondent(s).

20. AWARD

20.1. TxDOT reserves the right to award a single purchase order to the most responsive, responsible respondent meeting the specification. TxDOT may award to a single vendor, multiple vendors, or use any combination that best serves the interest of TxDOT.

20.2. TYPES OF AWARD: TxDOT may choose to issue one of the following types of award:

20.2.1. Single Award: One purchase order awarded to a single vendor.

20.2.2. Multiple Award: A multiple award is the award of multiple purchase orders for the same line item(s) from a single solicitation to two or more vendors to provide the same or similar goods or services.

20.2.3. Multi-Tiered Award: Multi-tiered award sets the priority sequence for use of multiple vendors. Multiple purchase orders are awarded for the same line item(s) from a single solicitation to primary, secondary and tertiary vendors.

21. POST AWARD MEETING: Vendor(s) may be required to attend a post award meeting in person or via teleconference with TxDOT within 15 calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the purchase order and to provide additional information regarding the purchase order.

22. CONTRACT ADMINISTRATION: Administration of the purchase order is a joint responsibility of the TxDOT Division of Region responsible for the purchase order and TxDOT Purchasing. TxDOT Purchasing staff will be responsible for administering the contractual business relationship with the vendor.

22.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing agent.

22.2. Upon issuance of purchase order, TxDOT will designate an individual who will serve as the Contract Manager and point-of-contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:

22.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.

22.2.2. Managing the financial aspects of the contract including approval of payments.

22.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.

22.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.

22.2.5. Other areas as identified by the Comptroller of Public Accounts State of Texas Contract Management Guide, latest edition.

**ATTACHMENT A**  
**NEGOTIATION SERVICES**

1. **NEGOTIATION SERVICES:** The vendor shall:
  - 1.1. Analyze preliminary title report to determine potential title problems and propose and inform the designated TxDOT representative of methods to cure title deficiencies.
  - 1.2. Analyze appraisal and appraisal review reports and confirm TxDOT's approved value prior to making an offer for each parcel.
  - 1.3. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by TxDOT on applicable TxDOT forms.
  - 1.4. Contact each property owner or owner's authorized representative. Present the written offer in person (when practical) and deliver a copy of the appraisal report exclusively to the property owner or authorized representative and the required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Maintain original signed receipt of appraisal for invoicing purposes.
  - 1.5. Respond to property owner inquiries verbally and in writing within two business days.
  - 1.6. Prepare a separate negotiator contact report for each parcel on TxDOT form ROW-N-94.
  - 1.7. File all original project and parcel documentation with the designated TxDOT representative within three working days from the date the documents were generated. Maintain copies of parcel files of original documentation related to the purchase of the real property or property interests.
  - 1.8. Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from the property owner including supporting documentation, and vendor recommendation with regard to Administrative Settlements in accordance with TxDOT policy and procedures.
  - 1.9. Prepare final offer letter and documents of conveyance as necessary.
  - 1.10. Appear and provide expert witness testimony when requested.
  - 1.11. Issue Property Owner's Survey to property owner.
  - 1.12. Secure a Right of Entry, as needed.
2. **PAYMENT SCHEDULE:** Payment will be made on a per parcel basis. Payments will be made based on the following schedule and in accordance with the bid prices.
  - 2.1. 25% payment milestone paid upon presentation of initial offer.
  - 2.2. 45% payment milestone paid upon presentation of final offer with Region concurrence or acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant.
  - 2.3. 30% payment milestone paid upon the completed closing of the parcel.

**ATTACHMENT B**  
**CONDEMNATION SERVICES**

1. **PRE-HEARING SUPPORT:** The vendor shall:
  - 1.1. Request an updated title commitment for Eminent Domain from the title company, upon receipt of a copy of the final offer.
  - 1.2. Prepare, if applicable, Bisection, Drainage Easement or Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by TxDOT.
  - 1.3. Use the information from the Title Commitment to join all interested parties on TxDOT form ROW-E-49. Spouses of owners must be joined.
  - 1.4. Upon completion of TxDOT form ROW-E-49, prepare a packet containing two copies of each of the following documents and submit the package to the region ROW office:
    - 1.4.1. Form ROW-E-49
    - 1.4.2. Commitment
    - 1.4.3. Negotiator's Reports
    - 1.4.4. Appraisal Acknowledgment
    - 1.4.5. Pre-appraisal Contact Sheet
    - 1.4.6. Signed and sealed property description and plat
    - 1.4.7. Final Offer Letter
    - 1.4.8. Any correspondence from the land owner or representative
    - 1.4.9. One original copy of the appraisal report
    - 1.4.10. Any real property records which are relevant to any unusual joiner or service issue.
  - 1.5. Request the update of the appraisal upon receipt of concurrence for the Appraisal Witness.
  - 1.6. 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 OAG which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings and documents for Citation by Publication, if applicable.
  - 1.7. File the Lis Pendens including the cause number with the County Clerk's Office.
  - 1.8. Send a copy of the condemnation petition to the title company and request an updated title commitment. The title company should verify that the appropriate parties were named in the petition and that no changes in title have occurred.
  - 1.9. File the Order Appointing Commissioners with the judge upon assignment of the court and retain a copy of the Order for the files.

**ATTACHMENT B (cont.)**  
**CONDEMNATION SERVICES**

- 1.10. Secure the following documents after appointment of Commissioners by the judge; Oath of Commissioners signed by the Commissioners, Order Setting Hearing, two copies of the Notice of Hearing signed by the Commissioners.
  - 1.11. File all originals with the court and send copies marked "Copy" to the region ROW office and the AAG.
  - 1.12. Set the Commissioners Hearing if the updated appraisal does not change. If there is an increase in value, the vendor shall make a revised offer and a final offer letter and submit a copy of the final offer letter to the TxDOT Project Manager and the AAG.
  - 1.13. Send a written notice to the region ROW office so a conference or court room may be reserved for the hearing.
  - 1.14. Coordinate the hearing date with the AAG, Appraiser, region ROW representative, the three Commissioners, court reporter, engineer, region expert, and technical expert.
  - 1.15. Coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss the facts of the case with the AAG, Appraiser, and the region ROW representative.
  - 1.16. Serve Notices of Hearing to the indicated parties at least 11 days prior to the Special Commissioners Hearing, after the Hearing is set. If it is necessary to join a federal agency, the indicated parties have an additional 60 days after service of the Notice of Hearing to prepare. The scheduling of the Hearing must allow for this additional time or applicable Citation by Publication.
  - 1.17. File the original notices with the court once the notices have been served. Send copies marked "Copy" to the region ROW office and the AAG.
  - 1.18. Send a reminder letter two to three weeks prior to the Hearing to the AAG, Appraiser, three Commissioners, court reporter, region ROW office, and all engineering witnesses.
2. **POST HEARING SUPPORT:** The vendor shall:
- 2.1. Prepare Form ROW-E-73 and Commissioners time sheets for the hearing. Submit TxDOT Form ROW-E-73 to region ROW office.
  - 2.2. Obtain the signatures of Commissioners on four duplicate originals of the Award of Commissioners and file one with the court for the judge's signature within 48 hours of the Hearing. Have court clerk file-mark the four duplicate originals and retain three.
  - 2.3. Give timesheets to Judge. The Judge determines the amount paid to the Commissioners.
  - 2.4. Obtain and distribute three signed and file-marked copies of the Award as follows:
    - 2.4.1. One file-marked copy to the title company with a request for a Commitment.
    - 2.4.2. One file-marked copy to the AAG.

**ATTACHMENT B (cont.)**  
**CONDEMNATION SERVICES**

- 2.4.3. One file-marked copy (or certified copy) to the region ROW office with the previously obtained Commitment to request submission for each Commissioner's fee.
  - 2.5. Send the Commitment and the file-marked Award to the region ROW office. The region ROW office will prepare the payment submission for each Commissioner's fee.
  - 2.6. File state warrant in the registry of the court. 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.
  - 2.7. Take photograph of the parcel and all improvements to be acquired on the day of deposit for relocation verification.
  - 2.8. Send written notices of the date of deposit to the region ROW office and all interested parties.
  - 2.9. Appear as an expert witness as requested. Subcontractors must also appear as expert witnesses as requested.
3. PAYMENT SCHEDULE: Payment will be made on a per parcel basis. Payments will be made based on the following schedule and in accordance with the bid prices. Fees for special commissioner's hearings shall include all pre-hearing and appearances at hearings deemed necessary by TxDOT.
- 3.1. 30% payment milestone paid upon completion and submission of a form ROW-E-49 acceptable to the region ROW office.  
  
NOTE: Upon receipt and submission of form RTE-49 which is acceptable to the region ROW office, the vendor 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.
  - 3.2. 45% payment milestone paid upon setting the date for the Special Commissioners Hearing and providing the region ROW office with a copy of the completed order setting the Hearing signed by all Special Commissioners.
  - 3.3. 15% payment milestone paid upon service of the notice of Hearing.
  - 3.4. 10% payment milestone paid upon Notice of Deposit.

**ATTACHMENT C**  
**RELOCATION SERVICES**

1. **RELOCATION SERVICES:** The vendor shall:
  - 1.1. Notify all property owners and potential diplacees of eligibility for relocation assistance and provide them with a Relocation Assistance Brochure at the time of initial contact. TxDOT will provide brochures to vendor. If possible, advise displacee of preliminary relocation benefits at the time of initial contact.
  - 1.2. Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way and complete TxDOT form ROW-R-96 for all displacees.
  - 1.3. Locate, evaluate and maintain files on comparable available housing and complete TxDOT form ROW-R-106.
  - 1.4. Calculate replacement housing supplement benefits for TxDOT form ROW-R-107.
  - 1.5. Compute and submit request for relocation housing or rental supplement or both to the region ROW office on TxDOT forms ROW-R-107 (original and two copies) with supporting form ROW-R-106 (original only) with photographs attached.
  - 1.6. Provide 90-day notice to vacate with the delivery of relocation benefits package. Displacee must be given a total of 90-days notice.
  - 1.7. Provide 30-day notice once property has been acquired.
  - 1.8. Notify the region ROW office immediately if displacee does not move after the 30-day notice expires.
  - 1.9. Perform a safe and sanitary inspection of the replacement housing in accordance with TxDOT policy. Prepare and complete TxDOT form ROW-R-116 and submit to the region ROW office.
  - 1.10. For moving plans that exceed \$20,000, prepare a moving plan with appropriate photographs and sketches along with inventory of personal property to be moved for non-residential moves.
  - 1.11. For moving plans less than \$20,000, submit an abbreviated moving plan for the business owner or tenant that includes inventory, type of move requested and project move date.
  - 1.12. Request moving estimates from moving companies as needed.
  - 1.13. Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with TxDOT policy.
  - 1.14. Maintain relocation contact logs on TxDOT form ROW-R-96.
  - 1.15. Attend closings on replacement property and assure supplemental payment is properly distributed.
  - 1.16. Process and compute increased interest payments as required.
  - 1.17. Be available for any appeals or hearings.

**ATTACHMENT C (cont.)**  
**RELOCATION SERVICES**

- 1.18. Prepare all relocation payment claim submissions for all displacees on parcel.
  - 1.19. Deliver warrants in accordance with TxDOT guidelines.
  - 1.20. Issue Relocation Survey to displacees.
  - 1.21. Provide TxDOT form ROW-R-CE and Certification of Eligibility for all displacees to TxDOT Project Manager.
2. PAYMENT SCHEDULE: Payment will be made per Displacee and will be made based on the following schedule and in accordance with the bid prices.
- 2.1. Fee for Residential Relocation Assistance Service
    - 2.1.1. 40% payment milestone paid upon:
      - 2.1.1.1. Submitting completed moving plan and proof of providing relocation benefits package and documentation of preliminary contact with Displacee which must include the Displacee name and certificate of eligibility.

NOTE: A photo identification of the Displacee is not necessary.
      - 2.1.1.2. Delivery of computation, submittal and approval of replacement housing supplement to region ROW office.
      - 2.1.1.3. Submitting proof of 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 20%.
    - 2.1.2. 30% payment milestone paid upon submitting memorandum to region ROW office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the region ROW office) of the move. This assumes the replacement housing has been acquired and the move was monitored.
    - 2.1.3. 30% payment milestone paid upon:
      - 2.1.3.1. Transmittal of memorandum to the region ROW office stating that all relocation assistance has been completed.
      - 2.1.3.2. Submittal of completed file to region ROW office 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 checklist format, as directed by the region ROW office) by displacee verifying move is completed and all benefits have been explained to them.
  - 2.2. Fee for Business Relocation Assistance Service

**ATTACHMENT C (cont.)**  
**RELOCATION SERVICES**

- 2.3. 25% payment milestone paid upon:
- 2.3.1.1. Providing the relocation benefits package and documentation of preliminary contact with Displacee which must include the Displacee name and certificate of eligibility.  
  
NOTE: A photo identification of the Displacee is not necessary.
  - 2.3.1.2. Submission of signed moving plan by business owner and certification of inventory by owner or tenant to region ROW office.
  - 2.3.1.3. 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 20%.
- 2.3.2. 25% payment milestone paid upon submitting memorandum to region ROW office reporting the actual date the Displacee vacated parcel.
- 2.3.3. 50% payment milestone paid upon:
- 2.3.3.1. Transmittal of memorandum to region ROW office stating that all relocation assistance has been completed.
  - 2.3.3.2. Submittal of completed file to region ROW office 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 by the region ROW office) by displacee verifying move is completed and all benefits have been explained to them.
- 2.4. Fee for Personal Property and Storage Unit Relocation Assistance Service
- 2.4.1. 45% payment milestone paid upon:
- 2.4.1.1. Providing the relocation benefits package and documentation of preliminary contact with Displacee which must include the Displacee name and certificate of eligibility.  
  
NOTE: A photo identification of the Displacee is not necessary.
  - 2.4.1.2. 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 20%.
- 2.4.2. 55% payment milestone paid upon:
- 2.4.2.1. Transmittal of memorandum to region ROW office stating that all relocation assistance has been completed.

**ATTACHMENT C (cont.)**  
**RELOCATION SERVICES**

- 2.4.2.2. Submittal of completed file to region ROW office 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 by the region ROW office) by displacee verifying move is completed and all benefits have been explained to them.
- 2.5. Fee for Outdoor Advertising Sign Relocation Assistance Service
  - 2.5.1. 45% payment milestone paid upon:
    - 2.5.1.1. Providing relocation benefits package and documentation of preliminary contact with Displacee which must include the Displacee name and certificate of eligibility.

NOTE: A photo identification of the Displacee is not necessary.
    - 2.5.1.2. 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 20%.
  - 2.5.2. 55% payment milestone paid upon:
    - 2.5.2.1. Transmittal of memorandum to region ROW office stating that all relocation assistance has been completed.
    - 2.5.2.2. Submittal of completed file to region ROW office 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 by the region ROW office) by displacee verifying move is completed and all benefits have been explained to them.
    - 2.5.2.3. Relocation of on-premise signs are processed with Business Relocation Payments or as Personal Property Relocation Payments if the business is not displaced.

**ATTACHMENT D**  
**DISPOSAL OF PROPERTY SERVICES**

1. Provide written notification to the region ROW office of any clearance items not acquired or retained by property owner as part of the right-of-way acquisition.
2. Provide written notification to the region ROW office when buildings are vacant and ready for disposal. Coordinate with property owner to assure the clearance of personal property from the right-of-way. Region office will initiate the environmental surveys as needed.
3. Prepare TxDOT General Services Division forms 1134 and 1135 necessary for disposal of improvements in accordance with state requirements including any environmental survey documentation.
4. Fee for Disposal of Property Services: Payment made per Parcel.
5. 100% Payment milestone upon acceptance of GSD Forms 1134 and 1135.

**SCHEDULE 1**  
**PRICING**

**RESPONDENT NAME** \_\_\_\_\_

Item	Description	Unit of Measure	QTY	Unit Price	Extended Price
1	Negotiation Services	Per Parcel	30		\$ -
2	Condemnation Services	Per Parcel	30		\$ -
3	Disposal of Property Services	Per Parcel	30		\$ -
4	Relocation Services (Residential)	Per Displacee	30		\$ -
5	Relocation Services (Commercial)	Per Displacee	30		\$ -
6	Personal Property and Storage Unit Relocation Assistance Service	Per Displacee	30		\$ -
7	Outdoor Advertising Sign Relocation Assistance Service	Per Displacee	30		\$ -
				<b>TOTAL</b>	\$ -

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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**SCHEDULE 2**  
**COMPANY QUALIFICATIONS AND EXPERIENCE**  
**SOLICITATION NO. Q/BXXXXXXXXXXXXXXXXXX**

The respondent shall use this schedule to clearly show how they meet the requirements set forth in the specification (Ref. Para. 4.1.).

Respondent Name:	
Addresses:  Physical:  Mailing:	
Phone Number:  Fax Number:	
Name:  Phone Number:  Email address:  of person to contact with questions regarding the solicitation.	
Number of years in business	
Name and title of person signing the response:	
<b>DOCUMENTATION OF COMPANY QUALIFICATIONS AND EXPERIENCE:</b>	
Qualifications and experience in the areas of services to be provided. The respondent should address the following:  Be a company engaged in the business of providing support services for the eminent domain process with attention on condemnation support services and be a licensed Texas real estate broker for a minimum of five years within the last ten years.	

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**SCHEDULE 3**  
**KEY PERSONNEL QUALIFICATIONS AND REFERENCES**  
**SOLICITATION NO. Q/BXXXXXXXXXXXXXXXXXX**

**Respondent Name:** \_\_\_\_\_

The respondent shall complete one profile not to exceed two pages for each individual to be assigned to this purchase order. TxDOT reserves the right to reject the proposed Key Personnel if references or past working performance are questionable or unfavorable.

<u>KEY PERSONNEL INFORMATION</u>		<u>RESPONSE</u>	
FULL NAME:			
NUMBER OF YEARS EMPLOYED BY RESPONDENT:			
TITLE (JOB FUNCTION TITLE AS STATED IN PARAGRAPH 5)			
<u>KEY PERSONNEL QUALIFICATIONS</u>		<u># YRS EXP.</u>	<u>HOW/WHERE OBTAINED</u>
NUMBER OF YEARS EXPERIENCE IN:			
SPECIFIC EDUCATION, QUALIFICATIONS, TRAINING, CERTIFICATIONS:			

**Reference: #** \_\_\_\_\_

<u>Name of Organization:</u>			
BUSINESS ADDRESS:			
BUSINESS CITY:			
BUSINESS STATE:		ZIP	
CONTACT PERSON NAME:			
CONTACT PERSON TITLE:			
PHONE NUMBER:		FAX	
E-MAIL ADDRESS			
<u>Project Title:</u>			
PROJECT DESCRIPTION			
ROLES AND RESPONSIBILITIES OF THE PROPOSED STAFF DURING THIS PROJECT			
PROJECT START DATE:		PROJECT END DATE	
CLIENT COMMENTS: (To be completed by TxDOT)			

**This page may be reproduced as needed to document each reference.**

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