



SPECIFICATION NO.  
TxDOT 961-85-80\*  
REVISED: NOVEMBER 2016  
NON-ENGINEERING UTILITY ACCOMMODATION  
COORDINATION AND VERIFICATION SERVICES

PUBLICATION

This specification is a product of the Texas Department of Transportation (TxDOT). This specification may not be sold for profit or monetary gain. If this specification is altered in any way, the header, and any and all references to TxDOT must be removed. TxDOT does not assume nor accept any liability when this specification is used in the procurement process by any other entity.

---

\* This Specification Supersedes TxDOT Specification No. 961-85-80, Revised August 2014.

## 1. SCOPE

This solicitation is to provide services for non-engineering utility accommodation coordination and verification (UACV) on properties acquired by TxDOT, throughout the state of Texas. Location addresses will be provided by TxDOT at the time services are requested.

## 2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1. AFA – Advanced Funding Agreement
- 2.2. Blanket purchase order – A master purchase order awarded for a term of service with estimated quantities and requires TxDOT end-users to process a blanket release purchase order to authorize the vendor to perform requested services.
- 2.3. Blanket purchase order release – A purchase order issued from the master blanket purchase order authorizing the vendor to perform the requested services.
- 2.4. GAR – Geographic Area of Responsibility
- 2.5. GPS – Global Positioning System
- 2.6. PM – Project Manager
- 2.7. POC – Point of Contact
- 2.8. R/W – Right of Way
- 2.9. R/W PD – TxDOT Right of Way Project Delivery Staff
- 2.10. R/W PDM – TxDOT Right of Way Project Delivery Manager
- 2.11. R/W PDO – TxDOT Right of Way Project Delivery Office
- 2.12. ROW – TxDOT Right of Way Division
- 2.13. UAC – Utility Accommodation Coordinator
- 2.14. UACV – Utility Accommodation Coordination and Verification
- 2.15. UAR – Utility Accommodation Rules
- 2.16. UCI – Utility Construction Inspector

### 3. APPLICABLE LAWS AND STANDARDS

The vendor shall provide the specified service requirements in accordance with all applicable federal, state, and local laws, standards and regulations necessary to perform the services, including, but not limited to:

- 3.1. 23 CFR Part 645 Subpart A, Utility Relocations, Adjustments, and Reimbursement
- 3.2. Texas Administrative Code, Part 1, Title 43, Part 1, Chapter 21, Subchapter B, Rule 21.21–24 Utility Adjustment, Relocation, or Removal
- 3.3. Texas Administrative Code, Part 1, Title 43, Part 1, Chapter 21, Subchapter C, Rule 21.31–56, Utility Accommodation
- 3.4. Texas Manual on Uniform Traffic Control Devices
- 3.5. Texas Transportation Code, Chapter 203, Subchapter E, Relocation of Utility Facilities
- 3.6. TxDOT ROW Utility Manual

### 4. BACKGROUND

The Right of Way Division developed a series of non-engineering work categories for UACV in an effort to assist managing offices with needs related to utility accommodations in advance of highway construction projects.

### 5. CURRENT ENVIRONMENT

Services shall be provided at the request of the district, on an as-needed basis. UACV services will be provided at various locations, throughout the state of Texas, as specified by the district. There is no guarantee of work, as the need for services will be based on TxDOT's needs for each project.

### 6. RESPONDENT QUALIFICATIONS

The respondent shall:

- 6.1. Be a company or an individual engaged, or whose partners or participants, or both are engaged in the business of UACV services for a minimum of three years within the last five years. Recent start-up businesses do not meet the requirements of this solicitation.

**NOTE:** 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. Two companies are affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.

- 6.2. Have experience performing a minimum of three UACV service projects for either condemning authorities or private sector utility companies within the last five years.
- 6.3. 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.

TxDOT may request 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.

When financial statements are requested, TxDOT will review the respondent's audited or un-audited financial statement 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 provide the service. Factors to be reviewed include:

- 6.3.1. Balance sheets
- 6.3.2. Net working capital
- 6.3.3. Current asset ratio
- 6.3.4. Liquidity ratio
- 6.3.5. Auditor(s) notes
- 6.3.6. Any notes to the financial statements

## 7. RESPONDENT REFERENCES

The respondent should submit a minimum of three references to substantiate the qualifications and experience requirements for similar services completed for three years within the last five 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 (Ref. Respondent References).

## 8. RESPONDENT PERSONNEL QUALIFICATIONS

The respondent shall provide the following respondent personnel:

- 8.1. PROJECT MANAGER (PM): The vendor's PM shall have a minimum of three years of experience within the last five years in project management for similar services as specified in Para. 11.3.
- 8.2. JUNIOR UTILITY ACCOMMODATION COORDINATOR (UAC): The Junior UAC shall have a minimum of one year of experience within the last five years in utility coordination and utility agreement preparation for transportation projects in the services specified in Para. 11.4.
- 8.3. SENIOR UTILITY ACCOMMODATION COORDINATOR (UAC): The Senior UAC shall have a minimum of three years of experience within the last five years in utility coordination and utility agreement preparation for transportation projects in the services specified in Para. 11.4.
- 8.4. JUNIOR UTILITY CONSTRUCTION INSPECTOR (UCI): The Junior UCI shall have a minimum of one year of experience within the last five years in utility installation inspection for transportation projects in the services specified in Para. 11.5.

- 8.5. SENIOR UTILITY CONSTRUCTION INSPECTOR (UCI): The Senior UCI shall have a minimum of three years of experience within the last five years in utility installation inspection for transportation projects in the services specified in Para. 11.5.
- 8.6. DRIVING RECORDS: All personnel driving to and from TxDOT work locations shall:
  - 8.6.1. Possess a valid Driver License acceptable in the state of Texas.
  - 8.6.2. Have no Driving Under Influence (DUI) or Driving While Intoxicated (DWI) incidents on driving record within the past three years.
  - 8.6.3. Have no more than two moving violations on driving record within the past three years.

## 9. VENDOR REQUIREMENTS

The vendor shall:

- 9.1. Adhere to the TxDOT Terms and Conditions identified on the solicitation.
- 9.2. Provide all labor, materials, and equipment necessary to meet requirements of the specified services throughout the term of the purchase order.
- 9.3. Provide a primary point of contact.
- 9.4. BACKGROUND CHECK: Conduct background checks on all permanent and temporary personnel scheduled to work on TxDOT projects prior to beginning service. Upon award, supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by TxDOT, the TxDOT designee, or both, prior to beginning the service. Failure to produce the requested documentation may be cause for cancellation of the purchase order. The background checks shall include, but not be limited to, the following:
  - 9.4.1. Social Security Number verification.
  - 9.4.2. Statewide criminal and sex offender records for all Texas counties and out-of-state counties based on the current and previous addresses for the last seven years.

## 10. KEY OR RESPONDENT PERSONNEL REQUIREMENTS

- 10.1. The vendor's PM's primary responsibility shall be the day-to-day operation of the service in accordance with the requirements of the purchase order.
- 10.2. The vendor's PM shall be a permanent staff employee and shall serve as a constant primary point of contact for TxDOT.

10.3. All respondent personnel shall:

- 10.3.1. Have the knowledge to develop and implement the service requirements in this solicitation.
- 10.3.2. Be fluent in English with the ability to receive, give, and understand written and verbal instructions.

## 11. SERVICE REQUIREMENTS

The vendor shall:

- 11.1. Begin work within seven calendar days of the award of the purchase order or on the agreed upon date between TxDOT and the vendor.
- 11.2. Begin work on projects within seven calendar days of receipt of a blanket purchase order release or on the date mutually agreed upon by TxDOT and the vendor.

### 11.3. PROJECT MANAGEMENT

- 11.3.1. Submit monthly written progress reports for each project, as directed by TxDOT.
- 11.3.2. Develop and maintain a detailed project schedule to track project conformance for each work authorization. The schedule submittals shall be hard copy and in an electronic format, as specified by TxDOT.
- 11.3.3. Meet on a scheduled basis with TxDOT to review project progress. The meeting schedule will be determined by TxDOT at the post award meeting (Ref. Para. 32.).
- 11.3.4. Prepare, distribute, and file both written and electronic correspondence.
- 11.3.5. Document phone calls and conference calls as required during the project to coordinate the work for various team members.
- 11.3.6. File Management
  - 11.3.6.1. Keep primary project files in the respective district office or R/W PDO, as requested by TxDOT. Working files shall be kept in the vendor's project administrative office, with all documents generated or received by the respondent forwarded to the R/W PDO when generated or received.
  - 11.3.6.2. Use TxDOT's Standard Payment Submission forms for invoicing, or as otherwise specified by TxDOT. Supporting documentation shall be submitted with each TxDOT Standard Payment Submission form to TxDOT. Supporting documentation requirements will be determined by the R/W PDM, after the award of the purchase order.
  - 11.3.6.3. Maintain records of all payments including warrant number and date paid.

- 11.3.6.4. Maintain copies of all correspondence and contacts with utility owners throughout the term of the purchase order.
- 11.4. UTILITY ACCOMMODATION COORDINATION: Provide utility accommodation coordination including utility coordination meetings with individual utility owners, communication and coordination with utility owners, and preparation of utility agreement assemblies including, but not limited to utility agreements, joint use agreements, notice of proposed installation, and advanced funding agreements. The UAC shall:
- 11.4.1. Perform utility coordination and liaison activities with involved utility owners, consultants, and TxDOT to achieve timely project notifications, formal coordination meetings, conflict analysis, and resolution.
  - 11.4.2. Act as the “Responsible Party” as indicated in Chapter 2 Utility Cooperative Management Process and Subprocess of TxDOT’s ROW Utility Manual.
  - 11.4.3. Coordinate all activities with TxDOT, or the designee, to facilitate the orderly progress and timely completion of TxDOT’s design phase.
  - 11.4.4. Work Plan: Coordinate a work plan to include, but not be limited to, a list of the proposed meetings, coordination activities, and related tasks to be performed, a schedule and an estimate for completion of the related tasks. The work plan shall meet the requirements of the project and shall be submitted to TxDOT for approval, prior to commencing work.
  - 11.4.5. Orientation: Prepare and present, in collaboration with TxDOT staff, instruction and orientation sessions, as required by TxDOT. The instruction shall facilitate the preparation of work orders, invoices, and other related documentation.
  - 11.4.6. Initial Project Meeting: Attend an initial project meeting and an on-site inspection, when requested by TxDOT, to ensure familiarity with existing conditions and project requirements, and prepare and submit a written report of the meeting to TxDOT.
  - 11.4.7. External Communications
    - 11.4.7.1. Coordinate all activities with TxDOT and consultants, other vendors or representatives, as authorized by TxDOT.
    - 11.4.7.2. Provide TxDOT copies of diaries, correspondence, and other documentation of work related communications between the UAC, utility owners, and other outside entities, when requested by TxDOT.
  - 11.4.8. Progress Meetings: Implement a schedule of periodic meetings with each utility owner’s representatives for coordination purposes. Meetings shall commence as early as possible in the design process and shall continue until completion of the project. Notify TxDOT a minimum of two business days in advance of each meeting to allow TxDOT the opportunity to participate in the meeting. Provide meeting minutes of all meetings with utility owners’ representatives to TxDOT within seven business days after completion of each meeting. Meetings shall be held as frequently as required to manage the matters under discussion with each utility owner.

- 11.4.9. As required, coordinate with local utilities committees (if applicable) to present a footprint of TxDOT's projects with represented utility owners.
- 11.4.10. Coordinate with any other utility committees, which may include county, city, or other officials, if needed.
- 11.4.11. Provide TxDOT and all affected utility owners a Utility Contact List for each project with all information, to include, but may not be limited to owner's name, contact person, telephone numbers, emergency contact number, e-mail addresses, and all pertinent information concerning the respective affected utility facilities, including but not limited to; size, number of poles, material, and other information which readily identifies the utilities owners' facilities.
- 11.4.12. Advise utility owners of the general characteristics of the project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.
- 11.4.13. Coordinate which utilities conflict with highway construction in accordance with Texas Administrative Code, Title 43, Part 1, Chapter 21, Subchapter C and UAR and make the utility owner aware of the conflict by written notice. The notice shall include, but not be limited to, sufficient plans and specifications to enable the utility to reasonably determine the future location, including depth of cover and required clearances, and survey datum.
- 11.4.14. Assist the utility owners in the preparation of required agreements associated with the funding of adjustments and the occupation of state right of way.
- 11.4.15. Utility Agreement Assemblies: Assist the utility companies in the preparation of utility agreement assembly packages consisting of a Transmittal Letter recommending approval, the TxDOT Checklist, plans on 11 inch x 17 inch sheets, detailed estimates and specifications, Schedule of Work, Utility Joint Use Acknowledgement Form ROW-U-JUAA or Form 1082, Statement of Contract Work Form ROW-U-48, Affidavit forms, copy of the recorded easement or compensable interest, and various attachments as detailed in the UAR and TxDOT's ROW Utility Manual. The Transmittal Letter shall provide a description of the work being done as well as the estimated cost and schedule of work. All documents shall be complete and acceptable for execution by TxDOT.

NOTE: Engineering of relocation plans relative to a particular utility agreement is not required for this solicitation.

- 11.4.16. Utility Agreements: Have the UAC:

11.4.16.1. Determine whether or not a compensable interest exists and the utility owner's degree of eligibility.



- 11.4.16.2. Assist the utility owner with adjustment plans and a cost estimate for these adjustments. Plans shall include the design, proposed location vertical elevations, and horizontal alignments of the utility facility based on TxDOT's survey data, the relationship to existing highway facilities and the right of way line, location of existing utility facilities that may be affected by the proposed utility facility, and as directed in the UAR and TxDOT's ROW Utility Manual.
- 11.4.16.3. Review the plans to ensure compliance with UAR and to ensure that the proposal does not conflict with highway construction.
- 11.4.17. Utility Acknowledgement: Submit all non-reimbursable utility adjustments through the TxDOT Utility Installation Review System and have the UAC:
  - 11.4.17.1. Assist the utility owner with the submission of the permit request.
  - 11.4.17.2. Review the plans to ensure compliance with UAR.
  - 11.4.17.3. Ensure the proposal does not conflict with highway construction.
- 11.4.18. Escrow Agreements: Notify TxDOT's PM, for approval, upon determination that the utility needs to be adjusted as part of the highway contract. The UAC shall:
  - 11.4.18.1. Determine what funding amount is required based upon the applicable betterment or eligibility ratio and notify TxDOT within two hours of the need for an AFA.
  - 11.4.18.2. Have the engineer coordinate the development of the required AFA with the utility owner and TxDOT.
  - 11.4.18.3. Verify all AFA payments have been submitted to TxDOT.
- 11.4.19. Follow the procedures listed below where there is Federal-Aid in the right of way, inclusive of utility costs:
  - 11.4.19.1. The Federal Utility Procedures (FUP) Approval process as shown in Chapter 8, Section 7 of the TxDOT ROW Utility Manual. Necessary information for the FUP approval shall include the utility name(s), location(s) of existing facilities by station number and estimated cost of adjustment(s) by utility. The FUP process is the Federal Highway Administration (FHWA) authorization for TxDOT to assume total oversight of the utility adjustment process.
  - 11.4.19.2. State Utility Procedures, if applicable, as shown in Chapter 8, Section 6 of the TxDOT ROW Utility Manual.
  - 11.4.19.3. Federal Utility Procedure (FUP), if applicable, as shown in Chapter 8, Section 7 of the TxDOT ROW Utility Manual.
  - 11.4.19.4. Local Utility Procedures, if applicable, as shown in Chapter 8, Section 8 of the TxDOT ROW Utility Manual.

11.4.20. Submit two originals, two copies, and an electronic PDF file of the Utility Agreement Assembly Package. Each original, copy, or PDF file shall include the checklist agreement, all attachments, and supporting documentation for submission to TxDOT with a transmittal letter recommending approval.

NOTE: The utility should be reimbursed eligible costs incurred within the easement limits for replacement in kind.

11.4.21. Be solely responsible for determining which utilities shall be installed by "Permit", or by "Agreement". The UAC shall process all Utility Installation Requests and Standard Utility Agreements, Form ROW-U-35, and forward to TxDOT for approval of the determination of the necessity for any Escrow Agreements.

11.4.22. Be responsible for coordination, review, and submittal of all documentation to be included in all the utility agreements with documents conforming to the requirements of 23 CFR Section 645A and Texas Administrative Code, Part 1, Title 43, Chapter 21, Subchapters B and C, within the timeframe specified by TxDOT, required by 23 CFR Section 645A and Texas Administrative Code, Part 1, Title 43, Chapter 21, Subchapters B and C.

11.4.23. Assist in the preparation, compilation, gathering, and collection of all required and supporting documents to be included with the utility agreements.

11.4.24. For each utility, provide the records for all utility owners' costs in accordance with the requirements of 23 CFR Section 645A, in a format that is compatible with the estimate attached to the Standard Utility Agreement and in sufficient detail for analysis. The totals for labor, overhead, construction costs, travel, transportation, equipment, materials, supplies, and other services shall be shown in such a manner as to permit comparison with the approved estimate.

11.4.25. Have the UAC maintain a complete set of records for all Utility Adjustment Costs, for each utility until all final payments to the utility owners have been completed.

11.5. UTILITY CONSTRUCTION INSPECTION: Monitor and report as required by TxDOT, including the utility location verification, in compliance with the UAR. The UCI shall:

11.5.1. Schedule a pre-construction meeting for each utility adjustment when field verification and inspection duties are required to be performed.

11.5.2. Be responsible for ensuring the necessary TxDOT representatives are present.

11.5.3. Verification

11.5.3.1. Field verify all utility adjustments to ensure that the new facilities are located according to plans, specifications, and the Proposed Utility Layout to include the coordination of all surveying and right of way staking as needed to clear the proposed construction.

NOTE: Professional surveying is not required for this solicitation, only coordination of activities.

- 11.5.3.2. Ensure that the utility is in compliance with the TMUTCD, “Storm Water Pollution Prevention Plan” (SW3P), backfill specifications, and restoration of right of way upon completion of work.
- 11.5.4. Status Reports: Provide TxDOT with a status report for all utility adjustments on a monthly basis, or as specified by TxDOT.  
  
NOTE: TxDOT will provide the status report format to the UCI.
- 11.5.5. Payment Requests: Review all payment requests for conformance with the utility estimate and verify the work has been performed.
- 11.5.6. Notification: Notify TxDOT if demobilizing occurs before the approved scope of services is completed. Notification shall occur before the demobilization process begins. This requirement may only entail documentation into diaries.
- 11.5.7. Coordinate the delivery to TxDOT of as-built drawings or certified as installed construction drawings by a utility or a utility’s representative upon completion of each relocation or new installation. The as-built drawings and GPS files will include all bends, installation types, casings, and above ground appurtenances, upon completion of the utility work in a format specified by TxDOT. The 11 inch x 17 inch as-built drawings along with a CD containing electronic files shall be submitted prior to final payment and acceptance of all Utility Coordination activities.
- 11.5.8. Not provide services for the sole benefit of third parties.

## 12. **VENDOR DELIVERABLES**

The vendor shall submit:

- 12.1. **PROJECT SCHEDULE**: A detailed project schedule and work plan for all project tasks and shall be submitted at the time of request for each work authorization. The PM shall monitor and update the project schedule and work plan, revising as appropriate, with approval from TxDOT. The plan shall be accessible via Microsoft Project 2000®. The plan shall include, but not be limited to, the following:
  - 12.1.1. An Implementation Schedule.
  - 12.1.2. A logical sequence of tasks and deliverables included in each project period.
  - 12.1.3. A clear definition of each task and deliverable.
  - 12.1.4. Staff requirements for each task and deliverable.
  - 12.1.5. A specific target completion date for each task and deliverable.
  - 12.1.6. Task and deliverable relationships and dependencies.
  - 12.1.7. Use of a Gated approach.

- 12.1.8. Initial performance plan including performance standards provided in Attachment A shall be developed jointly with the vendor within three months of award of the purchase order.
- 12.1.9. Monitoring and adjustments to these performance measures shall continue during the first six months of the service.
- 12.2. REPORTS: Reports as requested by TxDOT. Reports and format standards will be approved by TxDOT and shall be delivered on the date specified by the designated TxDOT representative. Reports shall include, but not be limited to, the following:
  - 12.2.1. Initial Project Meeting Reports: With requirements as established between the vendor and TxDOT. Report shall be submitted within five business days of the initial project meeting.
  - 12.2.2. Monthly Progress Reports: With requirements as established between the vendor and TxDOT. Report shall be submitted on the second Monday of each month.
  - 12.2.3. Utility Adjustment Status Reports: With requirements as established between the vendor and TxDOT. Report shall be submitted on the second Monday of each month for the duration of the utility adjustment.
  - 12.2.4. Summary Reports: Summarized by debt collection type, date range, method of payment, method of contact, amount collected, status, and any unique identifiers as requested by TxDOT. Report shall be submitted within five business days of TxDOT's written request.

### 13. LOCATION(S)

Location(s) is defined as any parcel of land within the state of Texas, as identified by TxDOT (Ref. Attachment A – ROW Project Delivery Geographic Area of Responsibilities). Specific location addresses will be provided by TxDOT, at the time service is requested. When possible, TxDOT will provide ten business days written notice to the vendor when requesting services. If the solicitation is awarded to multiple vendors, with each award for a specific GAR(s), TxDOT reserves the right to request a vendor's agreement to provide services in another GAR, as needed.

### 14. VENDOR PERFORMANCE

Vendor performance will be monitored on a regular basis by TxDOT.

- 14.1. An unsatisfactory performance determination includes, but is not limited to:
  - 14.1.1. Two instances within a three month time of vendor missing agreed to deadlines for service or routine reporting.
  - 14.1.2. Two instances within a six month time, as defined in this specification, of vendor not responding to a TxDOT inquiry.

14.1.3. One service “call back” to correct the same problem within 15 calendar days.

NOTE: Unsatisfactory performance may result in a negative vendor performance report, or cancellation of the purchase order or both.

14.2. An exceptional performance determination includes, but is not limited to:

14.2.1. Deliverables made early upon TxDOT member request.

14.2.2. Vendor commended for exceptional customer service, exceptional service provided.

## 15. PERSONNEL CONTINUITY AND REPLACEMENT

15.1. 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, UAC or UCI will require the vendor propose a replacement. In the event such a replacement is necessary, vendor agrees that personnel shall not begin work on the project without prior written approval from TxDOT.

15.2. If TxDOT determines the PM, UAC, UCI or any team member is unable to perform in accordance with the service requirements or to communicate effectively; the vendor shall immediately remove that person.

15.3. 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. Resume(s) and reference(s) 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.

## 16. QUALITY ASSURANCE PLAN

The vendor shall provide a comprehensive, continuous, and measurable quality assurance program. The plan shall include:

16.1. Strategies and processes to promote quality.

16.2. Procedures to periodically measure and report quality performance to TxDOT throughout the term of the purchase order.

16.3. How often the vendor conducts internal audits and engages external audit firms to conduct audits of its operations.

16.4. Controls to be used within the project to assure quality and consistency throughout the term of the purchase order.

## 17. VENDOR PERSONNEL SAFETY

The vendor shall provide all required safety equipment and instruct personnel to observe all safety policies, rules, and requirements at all times, including, but not limited to, hard hats, safety shoes, goggles, etc.

## 18. WORK HOURS

- 18.1. Regular work hours for performance of the service are defined in the TxDOT Terms and Conditions identified on the solicitation.
- 18.2. Off-shift hours are defined as hours worked in the performance of this service in excess of 40 hours per week or performed beginning at 5:01 p.m. through 7:59 a.m. local time, Monday through Friday and 5:01 p.m. Friday through 12:00 a.m. local time Sunday.
- 18.3. Vendor employees shall adhere to an agreed on work schedule. However, vendor employees shall be available to work on a modified work schedule during special conditions; possibly holidays or weekends, as requested by the designated TxDOT representative. TxDOT will pay for hours worked according to the specific time involved. All off-shift, premium, or modified hours shall be approved in writing by TxDOT.
- 18.4. Work hours may be flexible, based on the project plan and TxDOT requirements. Work hours will be determined by designated TxDOT representative.

## 19. SUBCONTRACTING

- 19.1. Subcontractors providing service under the purchase order shall meet the same qualifications and service requirements and provide the same quality of service required of the vendor.
- 19.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.
- 19.3. The vendor shall be the only contact for TxDOT and subcontractor(s).
- 19.4. 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.
- 19.5. 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.
- 19.6. TxDOT reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by TxDOT.
- 19.7. Subcontracting shall be at the vendor's expense.
- 19.8. 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 ten calendar 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.

19.9. SOLICITATIONS OVER \$100,000: TxDOT will make an initial determination of whether subcontracting is probable. 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 along with the required forms and instructions. Responses that do not include a completed HUB Subcontracting Plan as indicated on the solicitation shall be rejected pursuant to Texas Government Code §2161.252(B).

## 20. BUSINESS CONTINUITY PROCEDURES AND DISASTER RECOVERY PLAN

The respondent shall submit the respondent's business continuity procedures and disaster recovery plan (limit one page) which shall include procedures that shall be implemented to fulfill all requirements of the purchase order including, but not limited to: fire, theft, natural disaster, technical difficulty, workforce problems, equipment failure or other disruption of business.

NOTE: Business Continuity Procedures and a Disaster Recovery Plan for this service shall be maintained by the vendor throughout the term of the purchase order. The vendor shall be responsible for all costs of disaster recovery.

## 21. TRAVEL

All travel and per diem shall be included in the unit price.

## 22. 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.

## 23. LIQUIDATED DAMAGES

In the event the vendor fails to provide the specified services and deliverables to TxDOT according to the Service Requirements (Ref. Para. 11) and the Deliverables (Ref. Para. 12.2.), TxDOT may, at its sole discretion, require the vendor to pay damages not to exceed ten percent of the cost for that deliverable as specified in Para. 12.2. After being notified in writing, any deliverable that is more than 20 working days late will be grounds for liquidated damages. Delays in deliverables caused by reasons outside the vendor's control are not subject to liquidated damages. This provision is not intended as a penalty but as liquidated damages.

## 24. FEDERAL FUNDING

The purchase order will be supported in part with federal funds, therefore, the following federal laws and standards apply, including the following:

- 24.1. Title 42 U.S.C. §§ 2000d-2000d-7, with the exception of sections 2000d-5 and 2000d-6, also known as - Title VI of the Civil Rights Act of 1964, including any amendments.
- 24.2. Title 49 CFR Subtitle A - Office of the Secretary of Transportation, Parts 1-99, including any amendments.
- 24.3. Title 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- 24.4. Title 2 CFR Part 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## 25. AMENDMENTS

TxDOT and the vendor reserve the right to amend the purchase order, within the original scope, by mutual written agreement at any time during the term of service, as may be necessary to achieve the highest quality of production by the most efficient and cost-effective means or to include a different element or special feature that was not contemplated or fully developed at the time of solicitation. The amendment process will be accomplished through a Purchase Order Change Notice (POCN).

## 26. INVOICING INSTRUCTIONS

The vendor shall submit:

- 26.1. ORIGINAL INVOICE: A comprehensive and detailed invoice with reference to the line item on the Schedule 1 - Pricing for each item charged. The original invoice shall be e-mailed to the e-mail address indicated on the purchase order to ensure timely payment and shall include the following:
- 26.1.1. Complete purchase order number.
  - 26.1.2. Vendor Federal Employer Identification Number (EIN).
  - 26.1.3. Date and time of service.
  - 26.1.4. Location of service.
  - 26.1.5. Vendor's employees' names and titles with hours totaled.
  - 26.1.6. Labor hours and rates detailed on each vendor invoice.

NOTE: Invoices requiring correction shall be re-submitted with a new invoice date.

- 26.2. COPY OF INVOICE AND SUPPORTING DOCUMENTATION: A copy of the invoice and original supporting documentation that validates the invoice charges shall be e-mailed to the designated TxDOT representative, to include but not be limited to: copies of invoices from subcontractors or other entities to which vendor has made payment and requires reimbursement from TxDOT as agreed to in the purchase order.

## 27. PAYMENT REQUIREMENTS

Payment will be based on the following:

- 27.1. An itemized list of hours worked by the technician shall accompany each invoice. Hours will be approved daily by the designated TxDOT representative.
- 27.2. The employee's hourly rate is based on the actual hours worked. The amount of payment shall be calculated by multiplying the regular hourly rate by the number of hours actually worked up to 40 hours per week. Payment for hours in excess of 40 hours per week shall be calculated by multiplying the off-shift hourly rate by the number of off-shift hours actually worked.



- 27.3. Partial hours will be paid by rounding to the nearest half-hour as shown below:
  - 27.3.1. Less than 15 minutes – round to zero hours
  - 27.3.2. 15 minutes to 45 minutes (inclusive) – round to 1/2 hour
  - 27.3.3. Greater than 45 minutes – round to 1 hour
- 27.4. No payment will be made for official state holidays (unless otherwise approved by the designated TxDOT representative), lunch hour, illness, or any time when work is not actually performed. No payment will be made for time associated with technician's late arrival to or early departure from the designated work location.
- 27.5. Milestone payments
  - 27.5.1. Completion of a Work Plan approved by TxDOT
    - 27.5.1.1. Payment category for vendor's PM and UAC.
    - 27.5.1.2. Hourly specified rate payment basis.
  - 27.5.2. Completion of a required Orientation Meeting approved by TxDOT
    - 27.5.2.1. Payment category for vendor's PM and UAC.
    - 27.5.2.2. Hourly specified rate payment basis.
  - 27.5.3. Providing TxDOT with written documentation of correspondence informing a utility owner of a required adjustment and providing the utility owner with the "Notice of Required Accommodation" form, sufficient plans, and specifications to enable the utility owner to reasonably determine the future location of the utility.
    - 27.5.3.1. Payment category for vendor's PM and UAC
    - 27.5.3.2. Hourly specified rate payment basis
    - 27.5.3.3. TxDOT's approved execution of all agreements associated with an individual utility owner's adjustment or occupation.
    - 27.5.3.4. Payment category for vendor's PM and UAC
  - 27.5.4. Hourly specified rate payment basis. TxDOT's approval and execution of a supplemental agreement associated with an individual utility owner's adjustment.
    - 27.5.4.1. Payment category for vendor's PM and Utility Coordinator
    - 27.5.4.2. Hourly specified rate payment basis
    - 27.5.4.3. Completion of a pre-construction meeting approved by TxDOT. Payment category for vendor's PM, UAC and UCI

27.5.5. Hourly specified rate payment basis. Coordination of utility construction activities, utility location installation verification, compliance with Texas Administrative Code, Title 43, Chapter 21, Subchapter C, §21.31-56, UAR, the Utility Manual, monitoring, reporting, and scope of work.

27.5.5.1. Payment category for vendor's PM, UAC and UCI.

27.5.5.2. Hourly specified rate payment basis.

27.5.6. Delivery of "as-built" drawings signed and sealed by the utility owner or written certification along with the related electronic files, approved by TxDOT.

27.5.6.1. Payment category for vendor's PM, UAC, and UCI.

27.5.6.2. Hourly specified rate payment basis.

## 28. TxDOT RESPONSIBILITIES

TxDOT will:

28.1. Provide a contract manager as the point of contact.

28.2. Provide a point of contact for each project.

28.3. Provide access to appropriate data systems and information.

28.4. Provide required forms to file accident reports.

28.5. Provide TxDOT's Standard Payment Submission forms for invoicing (Ref. Para. 11.3.6.2.).

28.6. Determine the supporting documentation to be submitted with TxDOT's Standard Payment Submission forms (Ref. Para. 11.3.6.2.).

28.7. Provide ten business days written notice to the vendor when requesting services. If the solicitation is awarded to multiple vendors, with each award for a specific GAR(s).

## 29. RESPONSE SUBMISSION

29.1. GENERAL FORMAT: The respondent shall submit one signed and dated original (marked Original) and should submit five copies on DVD or flash drive. The submission should be in separate loose leaf binders on one sided 8-1/2 x 11 inch paper and 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.

29.2. ORIGINAL RESPONSE: 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:

29.2.1. Section 1 – Schedule 1 – Pricing

NOTE: If addendums are generated as part of this solicitation, include the original signed and dated addendum(s) in Section 1.

29.2.2. Section 2 – Schedule 2 – Original, signed and dated Execution of Proposal

29.2.3. Section 3 – Schedule 3 – Respondent Qualifications and Experience: Complete and return detailing respondent qualifications and experience.

29.2.4. Section 4 – Schedule 4 – Project Manager’s Qualifications and References:

29.2.5. Section 5 – Schedule 5 – Junior Utility Accommodation Coordinator Qualifications and References

29.2.6. Section 6 – Schedule 6 – Senior Utility Accommodation Coordinator Qualifications and References

29.2.7. Section 7 – Schedule 7 – Junior Utility Construction Inspector Qualifications and References

29.2.8. Section 8 – Schedule 8 – Senior Utility Construction Inspector Qualifications and References

29.2.9. Section 9 – Schedule 9 – Texas Family Code – Section 231.006

29.2.10. Section 10 – Demonstration of Capability: The respondent’s approach and ability to meet the service requirements as specified in the solicitation shall be demonstrated. The response should be specific and address all requirements described in the solicitation in the order presented in Paras. 11. and 12. The respondent shall submit written documentation addressing how the vendor intends to meet the following:

29.2.10.1. Project management requirements (Ref. Para. 11.3.).

29.2.10.2. Utility accommodation coordination requirements (Ref. Para. 11.4.).

29.2.10.3. Utility construction inspection requirements (Ref. Para. 11.5.).

29.2.10.4. Project scheduling (Ref. Para. 12.1.).

29.2.10.5. Reporting requirements (Ref. Para. 12.2.).

29.2.10.6. Staffing plan: Submit a proposed staffing plan to demonstrate staff qualification and experience, including subcontractors. This plan should describe the number of staff proposed for this project, the functions each will perform and the percentage of time each will be assigned to this project during the term of the purchase order.

- 29.2.11. Section 11 – Quality Assurance Plan
  - 29.2.12. Section 12 – Business Continuity and Disaster Recovery Plan: Respondent shall submit a business continuity and disaster recovery plan detailing how the respondent proposes to meet the specifications in the event contractor service is interrupted. The plan shall detail the contractor’s backup and recovery process (Ref. Para. 20.).
  - 29.2.13. Section 13 – HUB Subcontracting Plan
- 29.3. The following should be submitted with the response. Failure by the respondent to submit the documentation listed below may disqualify the respondent from further consideration.
- 29.3.1. Section 14 – Financial Standing: Statement from the president, owner, or financial officer on company letterhead certifying that the company is in good financial standing, current in payment of all taxes and fees (Ref. Para. 6.1.).
  - 29.3.2. Section 15 – Respondent References
  - 29.3.3. Copies: The five copies on DVD or flash drives shall include only the following tab-indexed sections:
    - 29.3.3.1. Section 3 – Schedule 3 – Respondent Qualifications and Experience
    - 29.3.3.2. Section 4 – Schedule 4 – Vendor’s Project Manager’s Qualifications and References
    - 29.3.3.3. Section 5 – Schedule 5 – Junior Utility Accommodation Coordinator Qualifications and References
    - 29.3.3.4. Section 6 – Schedule 6 – Senior Utility Accommodation Coordinator Qualifications and References
    - 29.3.3.5. Section 7 – Schedule 7 – Junior Utility Construction Inspector Qualifications and References
    - 29.3.3.6. Section 8 – Schedule 8 – Senior Utility Construction Inspector Qualifications and References
    - 29.3.3.7. Section 10 – Demonstration of Capability
    - 29.3.3.8. Section 11 – Quality Assurance Plan
    - 29.3.3.9. Section 12 – Business Continuity Procedures and Disaster Recovery Plan

## 30. RESPONSE EVALUATION

- 30.1. **STEP 1 – REVIEW OF RESPONSES BY PURCHASING**: Only a complete response 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.

- 30.2. 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. Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:
- 30.2.1. Respondent qualifications and experience will comprise 60% of the evaluation total.
  - 30.2.2. Pricing submitted for the solicitation requirements will be 40% of the evaluation total.
- 30.3. STEP 3 – DISCUSSIONS: TxDOT may request that selected respondents, including respondent personnel participate in discussions.
- 30.3.1. 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.
    - 30.3.1.1. The initial selection of respondents qualifying to proceed to this step will maintain the pricing weight at 40%. The initial evaluation score of the qualifications and submission information will be replaced with the discussion meeting score at 60%.
    - 30.3.1.2. TxDOT will advise each respondent in writing of the location, date and time of the scheduled discussion meeting. A minimum of two weeks' notice will be given to the respondent(s) selected for the discussion phase.
    - 30.3.1.3. TxDOT may provide the respondent with a list of proposed respondent personnel required to attend and participate in the meeting.
    - 30.3.1.4. Respondent and proposed respondent personnel should be prepared to address any questions that may be asked by TxDOT evaluators.
  - 30.3.2. TxDOT reserves the right to continue discussions with selected respondent(s).
- 30.4. NEGOTIATIONS: Upon completion of discussions evaluation scoring, TxDOT reserves the right to enter into negotiations with one or more selected respondents.
- 30.5. STEP 4 – BEST AND FINAL OFFER (BAFO): TxDOT reserves the right to request a BAFO from selected respondent(s).
- 30.5.1. The respondent(s) shall submit a final price and any added value. If more than one respondent reaches this level, the negotiated terms, references, BAFO, and added values will be the considered in the award. TxDOT will make the final determination on the best value.
  - 30.5.2. TxDOT may award the purchase order for the service without requesting a BAFO.

## 31. AWARD

TxDOT reserves the right to award a purchase order(s) to the company that provides the best value to TxDOT in performance of this service. TxDOT may award to a single vendor, multiple vendors, or use any combination that best serves the interest of TxDOT.

31.1. BEST VALUE: TxDOT will be the sole judge of best value. Best value criteria may include, but are not limited to:

31.1.1. Best meets the goals and objectives of the solicitation as stated in the Service Requirements.

31.1.2. Best meets the quality and reliability of the proposed goods and services.

31.1.3. Effect of the proposed solution on agency productivity.

31.1.4. Provides the most customer focused solution that will best meet the needs of the traveling public.

31.1.5. Experience in successfully providing services in the solicitation.

31.2. TYPES OF AWARD

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

31.2.2. Multiple Awards: 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.

## 32. POST AWARD MEETING

Vendor(s) shall be required to attend a post award meeting in person in Austin, Texas with TxDOT within 30 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. Vendor(s) and TxDOT shall identify specific goals, strategies, and activities planned for meeting particular program area objectives.

## 33. CONTRACT ADMINISTRATION

Administration of the purchase order is the responsibility of TxDOT. TxDOT Procurement Division staff will be responsible for administering the contractual business relationship with the vendor.

33.1. 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.

- 33.2. Upon issuance of purchase order, TxDOT will designate an individual to serve as the Contract Manager and point of contact between TxDOT 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:
- 33.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
  - 33.2.2. Managing the financial aspects of the contract including approval of payments.
  - 33.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
  - 33.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
  - 33.2.5. Other areas as identified by the Comptroller of Public Accounts Contract Management Guide, latest edition.