

**REQUEST FOR PROPOSAL  
FOR  
MAINTENANCE CONTRACT FOR CLEANING AND RESHAPING DITCHES  
CIP NO. 24-003  
CITY OF PRAIRIE VIEW, TEXAS**

The City of Prairie View invites qualified Contractors to submit proposals and pricing for completion of work that includes furnishing all labor, tools, materials, equipment, and incidentals associated with ditches maintenance (cleaning, and/or regrading/reshaping) and related items at various locations within the city.

Sealed responses addressed to the City of Prairie View must be received **BY MONDAY, October 16, 2023, 2:00 PM, CDT**, at City Hall, 44500 Business Highway 290 Prairie View, TX 77446. All Responses must be in the city's possession and stamped received on or before the scheduled date and time (no late responses will be considered). Responses submitted to the City of Prairie View must be received before the due date and time. **The City of Prairie View is not open for weekend or holiday deliveries.**

**The response documents can be obtained either by contacting City Hall, 44500 Business Highway 290, Prairie View, TX 77446 or by calling the City Secretary Office at (936) 857-3711 or Trilogy Engineering Services, 650 N. Sam Houston Parkway E, Suite 300, Houston, TX, 77060.**

The contract will be awarded to the Respondent(s) based on demonstrated competence and qualifications to perform the goods/services at a negotiated and reasonable price. The professional fees under the contract may not exceed any maximum provided by law.

The City reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best value and most advantageous to the City, and may hold the responses for a period of 120 days without taking action. Respondents are required to hold their responses firm for the same period of time.

Hand-delivered & Couriered Submissions:

**City of Prairie View  
Assistant City Manager  
44500 Business Highway 290  
Prairie View, TX 77446**

**LABELING INSTRUCTIONS:** Envelopes must be clearly marked:

**REQUEST FOR PROPOSAL  
MAINTENANCE CONTRACT FOR CLEANING AND RESHAPING DITCHES  
CIP NO. 24-003  
[NAME OF FIRM]  
[PHONE NUMBER OF FIRM]  
[NAME OF PROJECT MANAGER FOR FIRM]**

**PART I**  
**GENERAL INFORMATION**

**1. Objectives:**

The City intends to hire the most qualified Contractor to provide the necessary equipment, labor, and other items to remove excess materials from ditches, including but not limited to debris and silt, in order to maintain proper slope stability, storage and carrying capacity of ditches at various locations within the City. The work also includes cleaning existing driveway culverts as needed. This work is to be on an “as-needed” basis. Ditches are located within roadway right-of- ways, drainage easements, and subdivisions. The Contractor shall have enough crews and equipment to work on multiple sites at any given time. The work will be assigned via work order. Each work order performed under this Contract will: be clearly defined with exhibits and/or other information; require separate proposals and invoices using applicable established unit prices for line items provided in the Awarded Contractor’s Unit Price Proposal; require a unique Purchase Order number and written notice to proceed. Payment for each invoice will not be made until all work is completed, reviewed, and accepted in writing by the City.

The City reserves the right to increase, decrease or not use quantities for any of the identified line items in the Awarded Contractor’s Unit Price Proposal during the contract period.

The purpose of this annual contract is to establish firm pricing for goods and services for a specific term which are ordered on an as needed basis. This contract will be awarded with an annual not to exceed amount of \$500,000.00 although the City is not obligated to spend the full amount.

**2. Term of Engagement**

The contract, attached hereto as Attachment C, shall be awarded for a one (1) year period of time and shall be renewable for a maximum of two (2) times for a period of two (2) years for each renewal period if the City so desires and the Contractor notifies the City in writing within 30 days of the contract’s expiration date. Consideration for renewal shall be contingent upon the Contractor’s performance during the previous contract period.

**3. Project Timeline:**

Completion of each work order shall be completed within 6 weeks of Notice to Proceed.

**4. CONFLICT OF INTEREST:**

Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Contractor or person considering doing business with a local government entity disclose the Contractor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict-of-Interest Questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

**City of Prairie View  
Assistant City Manager  
44500 Business Highway 290  
Prairie View, TX 77446**

- 4.1. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Contractor's Submittal.

**PART II**

**STANDARD TERMS AND CONDITIONS**

See Attachment A

**PART III**

**SUBMITTAL INSTRUCTIONS**

**1. SUBMITTAL SCHEDULE:**

It is the City’s intent to comply with the following Submittal timeline:

<b>Solicitation Release Date</b>	<b>September 20, 2023</b>
<b>Second Notification Date</b>	<b>September 27, 2023</b>
<b>Pre-Submittal Meeting and Site Visit (2:00 PM)</b>	<b>October 4, 2023</b>
<b>Deadline for Questions (2:00 PM)</b>	<b>October 6, 2023</b>
<b>City’s Response to Questions</b>	<b>October 13, 2023</b>
<b>Submittal Deadline (2:00 PM)</b>	<b>October 16, 2023</b>
<b>Anticipated Selection Date</b>	<b>November 13, 2023</b>

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Responders.

- 1.1. All questions regarding the Request for Qualifications shall be submitted in writing electronically by 2:00 PM CST on October 6, 2023, to:

<b>Camille W. Sowells, PE</b>	<b>LaKethia Connor</b>
<b>Trilogy Engineering Services (City Engineer)</b>	<b>City of Prairie View, Assistant City Manager</b>
<b>877-463-1699</b>	<b>936-857-3711</b>
<a href="mailto:sowellscw@trilogyengineers.com">sowellscw@trilogyengineers.com</a>	<a href="mailto:projectmanagement@prairieviewtexas.gov">projectmanagement@prairieviewtexas.gov</a>

All registered participating firms will be provided with a copy of the questions submitted and the City’s response by RFQ Addendum.

**2. SUBMITTAL DUE DATE:**

Sealed Submittals are due no later than **2:00 PM on October 16, 2023**, to the City of Prairie View. Submittals received after this time and date will not be considered. Mail or carry sealed Submittals to:

**City of Prairie View  
Assistant City Manager  
44500 Business Highway 290  
Prairie View, TX 77446**

- 2.1. Sealed Submittals shall be clearly marked:

**REQUEST FOR PROPOSAL  
MAINTENANCE CONTRACT FOR CLEANING AND RESHAPING DITCHES  
CIP NO. 24-003  
[NAME OF FIRM]  
[PHONE NUMBER OF FIRM]  
[NAME OF PROJECT MANAGER FOR FIRM]**

- 2.2. Facsimile or electronically transmitted Submittals are **not acceptable**.
- 2.3. Each Submittal shall contain six (6) originals and one (1) digital copy (PDF) on a USB

**3. SUBMITTAL FORMAT:**

Contractors interested in submitting proposals for the Maintenance Contract for Cleaning and Reshaping Ditches shall submit all required documents listed below in a clearly marked and sealed envelope to be delivered to the Assistant City Manager. Submittals that do not include the information requested below in the format as requested shall be considered non-responsive.

- A. Technical Proposal (1 Hardcopy and 1 Electronic Copy in PDF format\*)

\* Provided as a Response Attachment *and* on USB 3.0 Flash Drive (NO CD's or DVDs)

**4. TECHNICAL PROPOSAL**

The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and recent project experience of the Contractor. The technical proposal should be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet or exceed the requirements of this request for proposal. Evaluation of technical proposals will carry more weight than the Contractor's completed Unit Price Proposal. The technical proposal shall include the following:

- A. List of staff to be assigned to the project from the local area office only. Provide all qualifications, certifications, and/or registrations for said local staff as applicable.
- B. List of equipment available for use on the project from the local area office only. Equipment lists must only identify equipment that is currently available for assignment/use at the time of this RFP submittal due date (i.e., do not provide list of equipment that is on order).
- C. Recent project experience. Contractors and their sub-contractors (if applicable) shall provide a list of a minimum of three (3) projects of similar scope and size within fully developed urban areas completed within the past five (5) years in which 60% or more of the work was completed by your own crews. Each project listed shall include:
- a) Name of project
  - b) Summary of work and Equipment used
  - c) Project cost
  - d) Project Client's References
- e) CURRENT Owner contact information (name, mailing address, email address, office phone number, and cell phone number)

The City may utilize other available information in gaining a comprehensive overview of the Contractor's qualifications and record of performance. Past performance with the City of Prairie View will be reviewed. Contractors not complying with the requirements identified above will be considered non-responsive.

**5. UNIT PRICE PROPOSAL**

The Contractor shall provide a pricing sheet in a separate attachment detailing their services and associated fees. Contractor may include any additional services and fees. However, pricing for this RFP will only be evaluated for the cost of items listed below.

<b>Item #</b>	<b>Description</b>	<b>TxDOT Spec #</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Ditch Reshaping (Foot) per linear foot centerline of ditch	760	LF	100,000	\$	\$
2	Ditch Cleaning and Reshaping (Cubic Yard in Place)	760	CY	15,000	\$	\$
3	Ditch Cleaning and Reshaping (Loose Cubic Yard in Vehicle)	760	LCY	5,000	\$	\$
4	Tree Trimming and Brush Removal	752	LF	4000	\$	\$
5	Cleaning of Culverts 12"-18" Diameter	764	LF	200	\$	\$
6	Cleaning of Culverts 19"-24" Diameter	764	LF	400	\$	\$
7	Reinforced Concrete Pipe Culverts (18")	464	LF	100	\$	\$
8	Reinforced Concrete Pipe Culverts (24")	464	LF	200	\$	\$
9	Hydromulching	164	SY	40,000	\$	\$
<b>Total</b>						<b>\$</b>

Quantities given are for evaluating, estimating, and acquiring unit bid prices, the exact quantities for line items that may be needed during the course of this annual contract are unknown.

Accordingly, Contractors are required to submit pricing for a single unit of measurement for each of the line items where indicated. Work order proposals and invoices generated under this annual contract will be prepared using the established unit prices for the necessary line items from the Awarded Contractor's proposal.

**6. NOTICE OF SPECIFICATIONS**

For the construction of this project, the Contractor shall use the Texas Department of Transportation (TxDOT) 2014 Standard Specifications Book. The current TxDOT specifications may be found at the

TxDOT website: <https://https://www.txdot.gov/business/resources/txdot-specifications.htmlspecifications.html>

**7. DRAWINGS**

See Attachments B for Contract Drawings, as per the following list:

- C-01: Overall Plan and Road Log
- DT-01: Typical Grading Section and Construction Notes
- DT-02: TxDOT Standard Traffic Control Plans

**8. CLARIFICATION OF SUBMITTAL**

The City, in its sole discretion, expressly reserves the right to request and/or require any additional information from the Responder(s) that it deems relevant with respect to this RFP. The contents of the Submittal and any clarification or counter Submittal thereto submitted by the successful Contractor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

**9. EVALUATION CRITERIA**

Proposals will be evaluated by a review committee for the purpose of identifying and recommending the Contractor offering, in total, the highest qualifications and experience with this type of project. The review committee reserves the right, where it may serve the City’s best interest, to request additional information or clarification from Contractors; allow corrections of errors or omissions; and request Contractors to prepare/make oral presentations. Submittals will be evaluated on various criteria including but not limited to the following:

- A. Respondent’s ability, capacity, skill, and organization to complete the work. (25%)
- B. Respondent’s prior experience with projects of similar scope completed within the past five (5) years within fully developed urban areas. (25%)
- C. Feedback from references. (10%)
- D. Evaluation of Respondent’s completed Unit Price Proposal. (40%)

**10. DEADLINE FOR SUBMITTING RESPONSE**

Contractors shall submit their electronic response and deliver their additional submittal requirements identified above in a clearly marked and sealed envelope postdated no later than **2:00 p.m. on Monday, October 16, 2023**, to:

**City of Prairie View  
Assistant City Manager  
44500 Business Highway 290  
Prairie View, TX 77446**

The City anticipates recommending Award of this Contract at the **November 13, 2023**, City Council Meeting.

**END OF SOLICITATION REQUIREMENTS**

# **ATTACHMENT A**

**PROFESSIONAL SERVICES AGREEMENT FOR  
CITY OF PRAIRIE VIEW  
[PROJECT TITLE]**

STATE OF TEXAS           §  
                                          §  
COUNTY OF WALLER    §

This Agreement is entered into by and between the City of Prairie View, a Texas Municipal Corporation (“City”), and \_\_\_\_\_ [*Company Name*] (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“Mayor” shall mean the Mayor and/or his designee.

**II. TERM**

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on \_\_\_\_\_ [*Date*] and terminate on \_\_\_\_\_ [*Date*].

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**III. SCOPE OF SERVICES**

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in City of Prairie View, \_\_\_\_\_ [*Project Name*] attached hereto as Exhibit A and which are incorporated by reference as if written and copied herein.

In accordance with Article 10.4, all work performed by Consultant hereunder shall be performed to the satisfaction of the City. The determination made by City Manager shall be final, binding, and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Mayor. City shall have the right to terminate this

Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Mayor; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

#### **IV. COMPENSATION TO CONSULTANT**

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed forty-eight thousand seven hundred seventy nine dollars and no cents (\$ [Contract Value] ) as total compensation, to be paid to Consultant as further detailed in Exhibit B.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

#### **V. OWNERSHIP OF DOCUMENTS**

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents, and information as City desires, without restriction. Any use of such writings, documents, and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

#### **VI. RECORDS RETENTION**

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertains to the documentation and records referenced herein. Consultant understands and agrees that City will process and manage all such requests.

## VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII, Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance, or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII, Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so, requested by City or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

City of Prairie View  
Attn: Assistant City Manager  
44500 Business Highway 290  
P.O. Box 817  
Prairie View, Texas 77446

If intended for Consultant, to: [Company Name]  
Attn: [Responsible Party]  
[Address 1]  
[Address 2]  
[City, State and Zipcode]

## IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “Project Name:           [Project Name]          ” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

### Insurance Requirements

Consultant performing work on City property or public right-of-way for the City of Prairie View shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor’s policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Prairie View.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
Commercial General (Public) Liability to include coverage for:	1,000,000 per occurrence, 2,000,000 general aggregates	City to be listed as additional insured and provide 30 days' notice of cancellation or non-renewal in coverage
Premises/Operations	Or	
Products/ Completed Operations	2,000,000 combined single coverage limits	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by
Personal Injury		A.M. Best or A or higher by Standard & Poor's
Contractual Liability		
Business Auto Liability	1,000,000 combined single limits	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Prairie View (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Prairie View

Attn: City Manager  
44500 Business Highway 290  
P.O. Box 817  
Prairie View, Texas 77446

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as *additional insured by endorsement under terms satisfactory to the City*, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Prairie View where the City is an additional insured shown on the policy.
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any cancellation or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Prairie View for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

## X. INDEMNIFICATION

**10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death, and property damage, made upon the CITY directly or indirectly arising out of, resulting from, or related to CONSULTANT'S activities under this Agreement, including any negligent acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents' employees, directors, and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers, and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.**

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

**10.3 Duty to Defend – Except for Professional Liability claims, Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee, or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee, or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.**

**10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d) (1-2).**

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire, or other acts of God; riots, war, or other emergencies; or failure of any third-party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

## **XI. ASSIGNMENT AND SUBCONTRACTING**

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees, or its subcontractors shall perform all necessary work.

11.2 It is City's understanding, and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement:

None

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee, or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

## **XII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

## **XIII. CONFLICT OF INTEREST**

13.1 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City.

13.2 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

## **XIV. AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

## **XV. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Prairie View, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or enforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each

clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XVI. LICENSES/CERTIFICATIONS**

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **XVII. COMPLIANCE**

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations.

## **XVIII. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XIV, Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XIX. LAW APPLICABLE**

**19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WALLER COUNTY, TEXAS.**

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Waller County, Texas.

## **XX. LEGAL AUTHORITY**

The signer of this Agreement for Consultant represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions, and obligations herein contained.

## **XXI. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## **XXII. CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## **XXIII. INCORPORATION OF EXHIBITS**

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Exhibit "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

Exhibit "B" – Compensation to Consultant

## **XXIV. ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV, Amendments.

## **XXV. MISCELLANEOUS CITY CODE PROVISIONS**

**25.1 Representations and Warranties by Consultant.** If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

**25.2 Franchise Tax Certification.** A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the

payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**25.3 Eligibility Certification.** Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

**25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Prairie View, State of Texas, or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**25.5 Texas Family Code Child Support Certification.** Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated, a payment may be withheld if this certification is inaccurate.

**25.6 Texas Government Code Mandatory Provision.** The City of Prairie View may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF PRAIRIE VIEW**

**COMPANY NAME**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

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

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

Date: \_\_\_\_\_

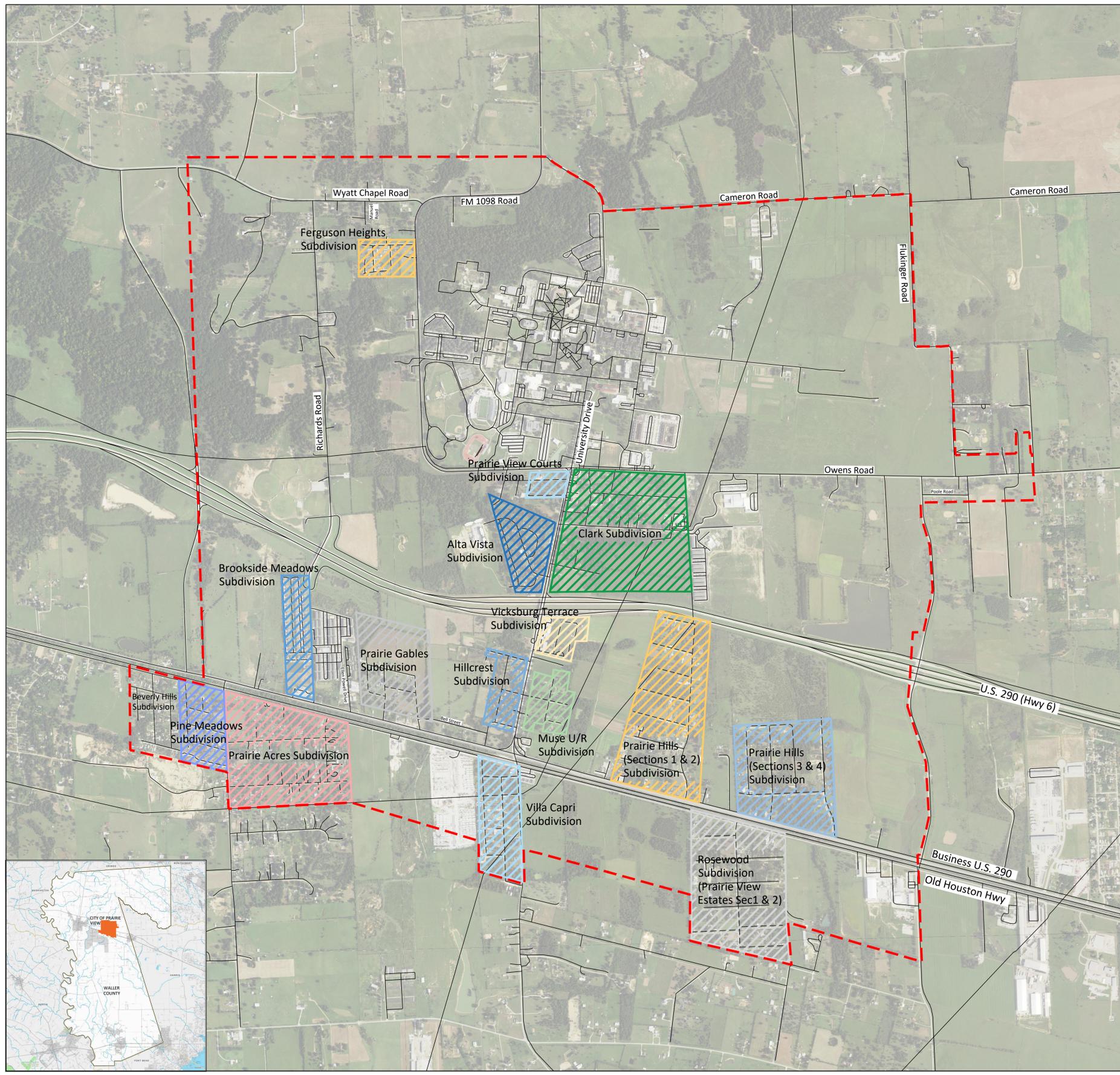
Date: \_\_\_\_\_

Title: \_\_\_\_\_

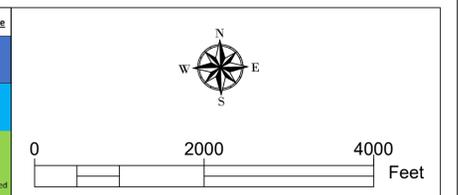
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles E. Zech  
City Attorney  
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.



ID	Subdivision	List Of Roads	Length (ft)	Ditch Side
1	Alta Vista Subdivision	Elm Street	1,870	
2	Alta Vista Subdivision	Oak Street	941	Curbed
3	Alta Vista Subdivision	Pecan Street	698	
4	Alta Vista Subdivision	Poa Street	1,537	
5	Brookside Meadows Subdivision	Champion Ln (891&895)	1,976	North
6	Brookside Meadows Subdivision	Champion Ln (891&895)	1,976	South
7	Brookside Meadows Subdivision	HighPoint Street	1,441	West
8	Brookside Meadows Subdivision	HighPoint Street	1,441	East
9	Clark Subdivision	Charleston Street	215	West
10	Clark Subdivision	Charleston Street	215	East
11	Clark Subdivision	Clark Street	1,843	South
12	Clark Subdivision	Clark Street	1,843	North
13	Clark Subdivision	Echols Street	2,490	N/A - Curbed
14	Clark Subdivision	Hawkins Street	947	N/A
15	Clark Subdivision	Henderson Street	267	East
16	Clark Subdivision	Henderson Street	267	West
17	Clark Subdivision	Lawson Street	483	East
18	Clark Subdivision	Lawson Street	483	West
19	Clark Subdivision	Richard Street	155	East
20	Clark Subdivision	Richard Street	155	West
21	Clark Subdivision	Hargest Street	198	East
22	Clark Subdivision	Hargest Street	198	West
23	Clark Subdivision	Santee Street	1,121	West
24	Clark Subdivision	Santee Street	1,121	East
25	Clark Subdivision	Thompson Drive	1,140	West
26	Clark Subdivision	Thompson Drive	1,140	East
27	Clark Subdivision	Williams Street	365	West
28	Clark Subdivision	Williams Street	365	East
29	Ferguson Heights Subdivision	Bean Street	815	E/S
30	Ferguson Heights Subdivision	Bean Street	815	W/N
31	Ferguson Heights Subdivision	Cindy Lane	1,008	W/N
32	Ferguson Heights Subdivision	Cindy Lane	1,008	E/S
33	Ferguson Heights Subdivision	Manuel Road	451	N/A
34	Hillcrest Subdivision	Coruthers Street	847	S/W
35	Hillcrest Subdivision	Coruthers Street	847	N/E
36	Hillcrest Subdivision	Hill Street	1,319	West
37	Hillcrest Subdivision	Hill Street	1,319	East
38	Hillcrest Subdivision	Smith Street	429	South
39	Hillcrest Subdivision	Smith Street	429	North
40	Hillcrest Subdivision	Thomas Street	995	South
41	Hillcrest Subdivision	Thomas Street	995	North
42	Muse U/R Subdivision	Alonzo Street	1,102	East
43	Muse U/R Subdivision	Alonzo Street	1,102	West
44	Muse U/R Subdivision	Smith Street	887	North
45	Muse U/R Subdivision	Smith Street	887	South
46	Muse U/R Subdivision	Wells Street	354	North
47	Muse U/R Subdivision	Wells Street	354	South
48	N/A	Bell Street	1,383	North
49	N/A	Bell Street	1,383	South
50	N/A	Flukinger Road	1,422	West
51	N/A	Flukinger Road	1,422	East
52	N/A	Richards Road	6,669	West
53	N/A	Richards Road	6,669	East
54	Pine Meadows Subdivision	Meadow Lane	770	
55	Pine Meadows Subdivision	Pine Avenue	794	Curbed
56	Pine Meadows Subdivision	Pine Meadow	1,276	
57	Pine Meadows Subdivision	Pine Meadows Circle	268	
58	Pine Meadows Subdivision	Pine Terrace Drive	469	
59	Pine Meadows Subdivision	Pine Terrace Drive	2,350	West
60	Pine Meadows Subdivision	Pine Terrace Drive	2,350	East
61	Prairie Acres Subdivision	Greenfield Road	2,324	South
62	Prairie Acres Subdivision	Greenfield Road	2,324	North
63	Prairie Acres Subdivision	Hilcroft Road	1,950	South
64	Prairie Acres Subdivision	Hilcroft Road	1,950	North
65	Prairie Acres Subdivision	Springdale	1,252	East
66	Prairie Acres Subdivision	Springdale	1,252	West
67	Prairie Gables Subdivision	Magnolia Street	1,050	West
68	Prairie Gables Subdivision	Prairie Drive	1,005	East
69	Prairie Gables Subdivision	Prairie Drive	1,005	West
70	Prairie Gables Subdivision	Prospect Avenue	866	East
71	Prairie Gables Subdivision	Prospect Avenue	866	West
72	Prairie Gables Subdivision	Redwood Drive	958	South
73	Prairie Gables Subdivision	Redwood Drive	958	North
74	Prairie Gables Subdivision	Sycamore Street	615	South
75	Prairie Gables Subdivision	Sycamore Street	615	North
76	Prairie Hills (Sections 1 & 2) Subdivision	Alleda Road	3,446	East
77	Prairie Hills (Sections 1 & 2) Subdivision	Alleda Road	3,446	West
78	Prairie Hills (Sections 1 & 2) Subdivision	Begonia Street	796	South
79	Prairie Hills (Sections 1 & 2) Subdivision	Begonia Street	796	North
80	Prairie Hills (Sections 1 & 2) Subdivision	Dahlia Street	607	South
81	Prairie Hills (Sections 1 & 2) Subdivision	Dahlia Street	607	North
82	Prairie Hills (Sections 1 & 2) Subdivision	Hollyhock Drive	1,000	South
83	Prairie Hills (Sections 1 & 2) Subdivision	Hollyhock Drive	1,000	North
84	Prairie Hills (Sections 1 & 2) Subdivision	Margold Drive	1,114	South
85	Prairie Hills (Sections 1 & 2) Subdivision	Margold Drive	1,114	North
86	Prairie Hills (Sections 1 & 2) Subdivision	Oleander Street	670	South
87	Prairie Hills (Sections 1 & 2) Subdivision	Oleander Street	670	North
88	Prairie Hills (Sections 1 & 2) Subdivision	Primrose Street	1,001	South
89	Prairie Hills (Sections 1 & 2) Subdivision	Primrose Street	1,001	North
90	Prairie Hills (Sections 1 & 2) Subdivision	West Amaryllis Street	1,250	South
91	Prairie Hills (Sections 1 & 2) Subdivision	West Amaryllis Street	1,250	North
92	Prairie Hills (Sections 3 & 4) Subdivision	Amaryllis Street	1,699	South
93	Prairie Hills (Sections 3 & 4) Subdivision	Amaryllis Street	1,699	North
94	Prairie Hills (Sections 3 & 4) Subdivision	Emerald Street	1,850	West
95	Prairie Hills (Sections 3 & 4) Subdivision	Emerald Street	1,850	East
96	Prairie Hills (Sections 3 & 4) Subdivision	Opal Street	1,754	W/N
97	Prairie Hills (Sections 3 & 4) Subdivision	Opal Street	1,754	E/S
98	Prairie Hills (Sections 3 & 4) Subdivision	Pearl Street	1,759	West
99	Prairie Hills (Sections 3 & 4) Subdivision	Pearl Street	1,759	East
100	Prairie Hills (Sections 3 & 4) Subdivision	Ruby Street	2,349	West
101	Prairie Hills (Sections 3 & 4) Subdivision	Ruby Street	2,349	East
102	Prairie View Courts Subdivision	Blossom (Bookman) Street	705	E/N
103	Prairie View Courts Subdivision	Blossom (Bookman) Street	705	W/S
104	Prairie View Courts Subdivision	Dooley Street	716	South
105	Prairie View Courts Subdivision	Dooley Street	716	North
106	Prairie View Courts Subdivision	Phillips Street	567	N/A
107	Prairie View Courts Subdivision	Randie Street	287	N/A
108	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Azalea Street # 1 (West)	841	North
109	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Azalea Street # 1 (West)	841	South
110	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Azalea Street # 2 (East)	917	South
111	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Azalea Street # 2 (East)	917	North
112	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Blossom Road (Johnson)	874	South
113	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Blossom Road (Johnson)	874	North
114	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Estal Smith Street (East)	904	South
115	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Estal Smith Street (East)	904	North
116	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Estal Smith Street (West)	792	South
117	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Estal Smith Street (West)	792	North
118	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Fernwood Street (West)	673	South
119	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Fernwood Street (West)	673	North
120	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Fernwood Street (East)	603	South
121	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Fernwood Street (East)	603	North
122	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Lily Street	640	South
123	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Lily Street	640	North
124	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Rosewood Drive	2,451	West
125	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Rosewood Drive	2,451	East
126	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Sharon Street (East)	798	South
127	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Sharon Street (East)	798	North
128	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Sharon Street (West)	747	North
129	Rosewood Subdivision (Prairie View Estates Sect 1 & 2)	Sharon Street (West)	747	South
130	Vicksburg Terrace Subdivision	Colonial (Charleston) Street	719	East
131	Vicksburg Terrace Subdivision	Colonial (Charleston) Street	719	West
132	Vicksburg Terrace Subdivision	Keynette Street	651	North
133	Vicksburg Terrace Subdivision	Keynette Street	651	South
134	Vicksburg Terrace Subdivision	Victoria Street	656	W/N
135	Vicksburg Terrace Subdivision	Victoria Street	656	E/S
136	Villa Capri Subdivision	Cochran Road	2,550	West
137	Villa Capri Subdivision	Cochran Road	2,550	East
138	Villa Capri Subdivision	Capri Road	861	N/S
139	Villa Capri Subdivision	Minn (Charlemange) Road	692	North
140	Villa Capri Subdivision	Minn (Charlemange) Road	692	South
141	Villa Capri Subdivision	Joan Of Arc	2,022	West
142	Villa Capri Subdivision	Joan Of Arc	2,022	East
143	Villa Capri Subdivision	Marie Antoinette Drive	1,355	West
144	Villa Capri Subdivision	Marie Antoinette Drive	1,355	East
145	Villa Capri Subdivision	Toulon Riviera	606	South
146	Villa Capri Subdivision	Toulon Riviera	606	North



**LEGEND:**  
 - - - CITY OF PRAIRIE VIEW BOUNDARY  
 [Hatched Box] CITY OF PRAIRIE VIEW SUBDIVISION

**NOTICE:**  
 FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811

**VERIFICATION OF PRIVATE UTILITY LINES**

CenterPoint Energy natural gas utilities shown. (Gas service lines are not shown). This signature not to be used for conflict verification.  
 Signature valid for six months.

CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY. (This signature verifies existing underground facilities - not to be used for conflict verification)  
 Signature valid for six months.

Approved for AT&T underground conduit facilities only.  
 Signature valid for one year.

TRILGIO ENGINEERING SERVICES	ENGINEER'S SEAL
650 N. SAM HOUSTON PARKWAY E., SUITE 300 HOUSTON, TEXAS 77054 PH: 877.463.1699	
TX FIRM NO: 17715	

**MAINTENANCE CONTRACT FOR CLEANING AND RESHAPING DITCHES**

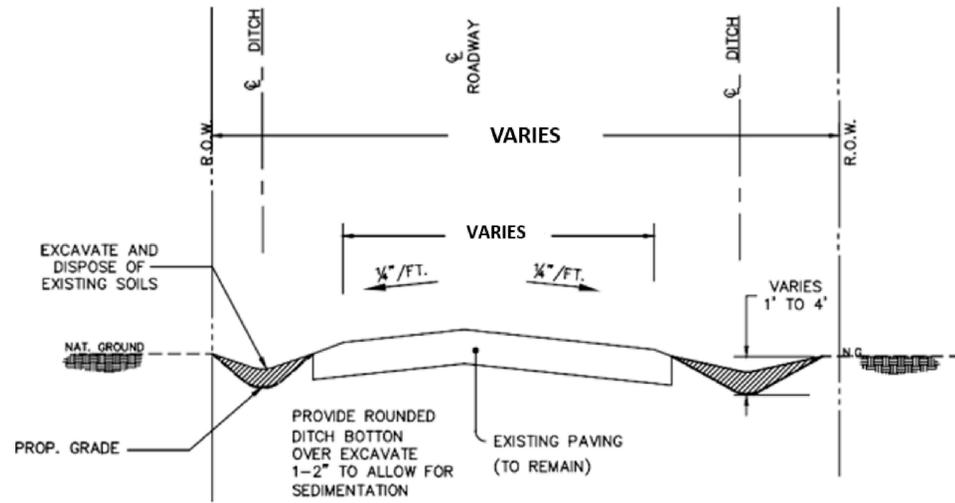
**DRAWING C-1 : CITY SUBDIVISIONS OVERALL PLAN AND ROADS LOG**

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

**CITY OF PRAIRIE VIEW**

WATER	STORM WATER QUALITY
WASTE WATER	FACILITIES
STORM WATER	TRAFFIC & TRANSPORTATION/ STREET & BRIDGE
TRAFFIC SIGNAL	
FILE NO	HORIZ: NTS
	VERT: NTS
SHEET NO 1 OF 2	DRAWING SCALE
FOR CITY OF PRAIRIE VIEW USE ONLY	

**CONSTRUCTION NOTES**



**TYPICAL ROADSIDE DITCH REGARDING SECTION**

**Measurement and payment for Regarding and Reshaping Ditches:**

- A. Linear Foot - When a survey is not available, the Contractor may opt to use this bid item to expedite the work, which is based on a typical end area 13.50 to 20.25 SF - or a volume of 0.50-0.75 CY/LF.
- B. Cubic Foot In-Place - When a survey is available, the basis of the bid item is the end areas of the existing and final ditch section, using the method of end average end areas to calculate the quantities of Cubic Yards.
- C. Loose Cubic Yard - When it is not practicable to survey a ditch section, the Engineer may direct the Contractor to excavate an area and the quantities will be measured as Loose Cubic Yards as measured in the truck.

1. A list of initial sites/road log/subdivisions where ditches are to be re-graded/re-shaped in the city are shown in drawing Plan-1, which will be grouped in a general work area.
2. The city will periodically give the contractor written authorization to perform these tasks on one (1) or several right of ways, road, or subdivisions. The Contractor must be prepared to work on multiple projects and areas at one time.
3. The city will notify the Contractor about additional sites on an on-call basis.
4. The Contractor shall complete the work in one area to the satisfaction of the City Representative before proceeding on to other areas.
5. The Contractor will have (ten) 10 working days to begin work at sites from the time the City Representative or Superintendent gives notice. This time may be adjusted based on inclement weather.
6. The typical work hours are Monday to Friday 7:00 AM to 4:00 PM. The Contractor shall coordinate with residents or other individuals not to impede traffic during "rush hours", trash pickup, mail delivery, school bus pick up/drop off or other events.
7. In the computation of contract time, Saturdays, Sundays, and Holidays are included. Should the Contractor propose any work on Saturdays, Sundays, and Holidays, this request must be approved 48 hours in advance by the City and there is no additional cost to be incurred to the contract.
8. Reshape ditches in conformance with the lines, grades, and existing longitudinal slopes to ensure positive drainage to the road outfall, or as directed.
9. The Contractor may need to conduct ground survey as needed to evaluate the longitudinal slopes for the ditches to probably locate the ultimate outfall.
10. Documentation - The Contractor should document the existing conditions of the work areas prior to commencing with their work to establish any existing damage to items in the right-of-way.
11. Limits and Grades - City will provide the limits and grades of the ditches and the Contractor will coordinate with the City's surveyors, and notify the City if proposed grades do not appear to be correct or adequate.
12. Coordination -The Contractor is required to provide coordination with City staff, utility operators, residents and other individuals when the work is being done.
13. Equipment - The Contractor will provide a hydraulic excavator with rubber tire/track, a retractable telescoping, and rotatable boom attached to an interchangeable excavating or grading bucket at least 36 in wide that will allow for a smooth/rounded ditch bottom. The entire excavating mechanism must be mounted on a platform that rotates on a turntable assembly.
14. Traffic Control - Traffic Control is required while the work is proceeding and shall be in conformance with the Texas MUTCD, including flaggers, signage, cones and other traffic control devices, which is incidental to the Work.
15. Utilities - Prior to beginning work in an area, the Contractor shall notify all utility operators including but not limited to telephone, cable, power, sanitary sewer, storm sewer, pipelines, both underground and aerial, and have these items marked/located/flagged.
16. Utility Damage and Conflicts -During the prosecution of the work, should the Contractor expose or damage any underground or aerial utilities, they are responsible for contacting the utility to notify them of the conditions. Should the location of the utility and grade conflict, the Contractor shall notify the city and the utility owner to determine if the utility will need to be adjusted, relocated or otherwise altered to allow for the grading.
17. Disposal of Soils and Debris - The Contractor is responsible for the disposal of the excavated materials from the ditch and disposal shall be at a designated landfill and not placed in any right- of-ways, flood plains or floodways. The Contractor shall notify the City of where the materials are disposed of. Areas requiring permits for excavated soils are the responsibility of the Contractor.
18. Clean Up and Spillage - The Contractor is responsible for conveying the excavated materials into suitable haul off vehicles and will not be permitted to stockpile soils on roadways or right-of- ways. Following work in an area the Contractor shall provide sufficient, clean up so that soils are not tracked and that liquids from the excavations are not spilled on the pavement.
19. Acceptance - Prior to moving operations from a work area, the Contractor shall meet with the City Representative and if any of the ditch sections hold water or work items have not been completed, the Contractor shall remedy any deficiencies within seven (7) working days.
20. Damage to Paving - The Contractor shall provide the necessary equipment or means of protecting the existing paving to prevent gouging, tracking or destruction of pavement markings. Should paving be marred or rutted, the Contractor shall notify the City immediately and coordinate repairs required According to TxDOT Specification's.
21. Mailboxes and Signs - Should the Contractor damage mailboxes or signs within the right of way, they will be responsible to repairing the damage or replacement of the item.
22. Blocked Culverts - Should the Contractor encounter blocked culverts or other drainage impediments during the execution of the work, they shall notify the City, and a revised work order may be issued to include the culvert cleaning.
23. Right of Entry - The work is to be within the existing roadway right-of-way or drainage easements. Should existing conditions require work outside of these limits or require a right-of- entry, the Contractor shall notify the City and coordinate access as required.
24. Storage of Equipment - The Contractor shall be allowed to temporarily park their equipment and vehicles within the roadway right-of-way, if required, but the City shall be notified of the location(s) and the storage does not constitute blocking traffic or causing any site restrictions.
25. Soil Characterization - Should the Contractor encounter any materials in the roadside ditches, or areas to be excavated that appear to have contamination, they should notify the City and proceed with other work in the area. City, if necessary will provide for testing of any questionable materials.

**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811

**VERIFICATION OF PRIVATE UTILITY LINES**

Date \_\_\_\_\_  
CenterPoint Energy natural gas utilities shown. (Gas service lines are not shown). This signature not be used for conflict verification.  
Signature valid for six months.

Date \_\_\_\_\_

CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY. (This signature verifies existing underground facilities - not to be used for conflict verification)  
Signature valid for six months.

Date \_\_\_\_\_

Approved for AT&T underground conduit facilities only.  
Signature valid for one year.

TRILOGY ENGINEERING SERVICES 650 N. SAM HOUSTON PARKWAY E., SUITE 300 HOUSTON, TEXAS 77054 PH: 877.463.1699 TX FIRM NO: 17715	ENGINEER'S SEAL
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**MAINTENANCE CONTRACT FOR CLEANING AND RESHAPING DITCHES**

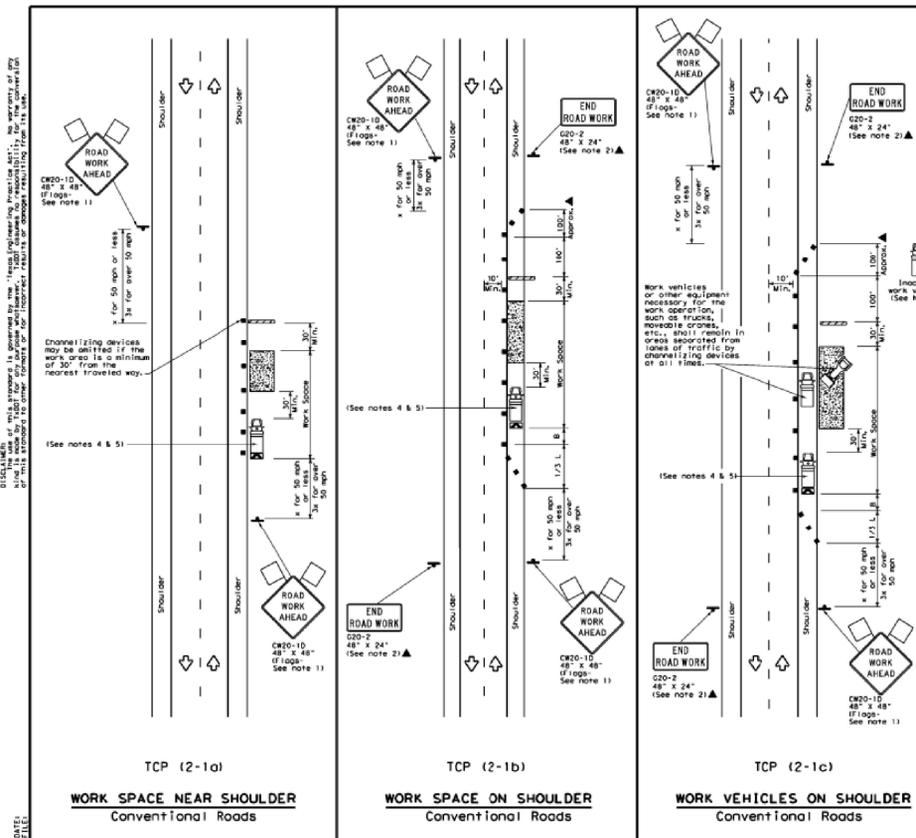
**DRAWING DT-1 : TYPICAL GRADING SECTION AND CONSTRUCTION NOTES**

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

**CITY OF PRAIRIE VIEW**

WATER	STORM WATER QUALITY
WASTE WATER	FACILITIES
STORM WATER	TRAFFIC & TRANSPORTATION/ STREET & BRIDGE
TRAFFIC SIGNAL	
FILE NO	HORIZ: NTS VERT: NTS
SHEET NO 1 OF 2	DRAWING SCALE

FOR CITY OF PRAIRIE VIEW USE ONLY



**LEGEND**

Type 3 Barricade	Channelizing Devices
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Traffic Flow
Flag	Flagger

Posted Speed (mph)	Formula	Minimum Channelizing Device Lengths (ft)	Suggested Maximum Spacing of Channelizing Devices (ft)	Minimum Sign Spacing (ft)	Suggested Longitudinal Buffer Spacing (ft)	Flagging Distance
30	150' - 117'	150'	30'	60'	120'	90'
35	205' - 125'	205'	35'	70'	140'	120'
40	265' - 155'	265'	40'	80'	240'	150'
45	450' - 495'	450'	45'	90'	320'	195'
50	500' - 550'	500'	50'	100'	400'	240'
55	L=WS	550' - 605'	55'	110'	500'	295'
60	600' - 660'	600'	60'	120'	600'	360'
65	650' - 715'	650'	65'	130'	700'	410'
70	700' - 770'	700'	70'	140'	800'	475'
75	750' - 825'	750'	75'	150'	900'	540'

**TYPICAL USAGE**

MOBILE	SHORT DURATION	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	✓

**GENERAL NOTES**

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

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VERIFICATION OF PRIVATE UTILITY LINES

Date  
CenterPoint Energy/natural gas utilities shown. (Gas service lines are not shown). This signature not to be used for conflict verification.  
Signature valid for six months.

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CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY. (This signature verifies existing underground facilities - not to be used for conflict verification)  
Signature valid for six months.

Date

Approved for AT&T underground conduit facilities only. Signature valid for one year.  
**TRILEGO ENGINEERING SERVICES**  
650 N. SAM HOUSTON PARKWAY E., SUITE 300 HOUSTON, TEXAS 77054 PH: 877.463.1699  
TX FIRM NO: 17715

**MAINTENANCE CONTRACT FOR CLEANING AND RESHAPING DITCHES**  
DRAWING DT-2 : TXDOT STANDARD TRAFFIC CONTROL PLANS

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

**CITY OF PRAIRIE VIEW**

WATER	STORM WATER QUALITY
WASTE WATER	FACILITIES
STORM WATER	TRAFFIC & TRANSPORTATION/ STREET & BRIDGE
TRAFFIC SIGNAL	
FILE NO	HORIZ: NTS
SHEET NO 2 OF 2	DRAWING SCALE
FOR CITY OF PRAIRIE VIEW ONLY	

**GENERAL NOTES**

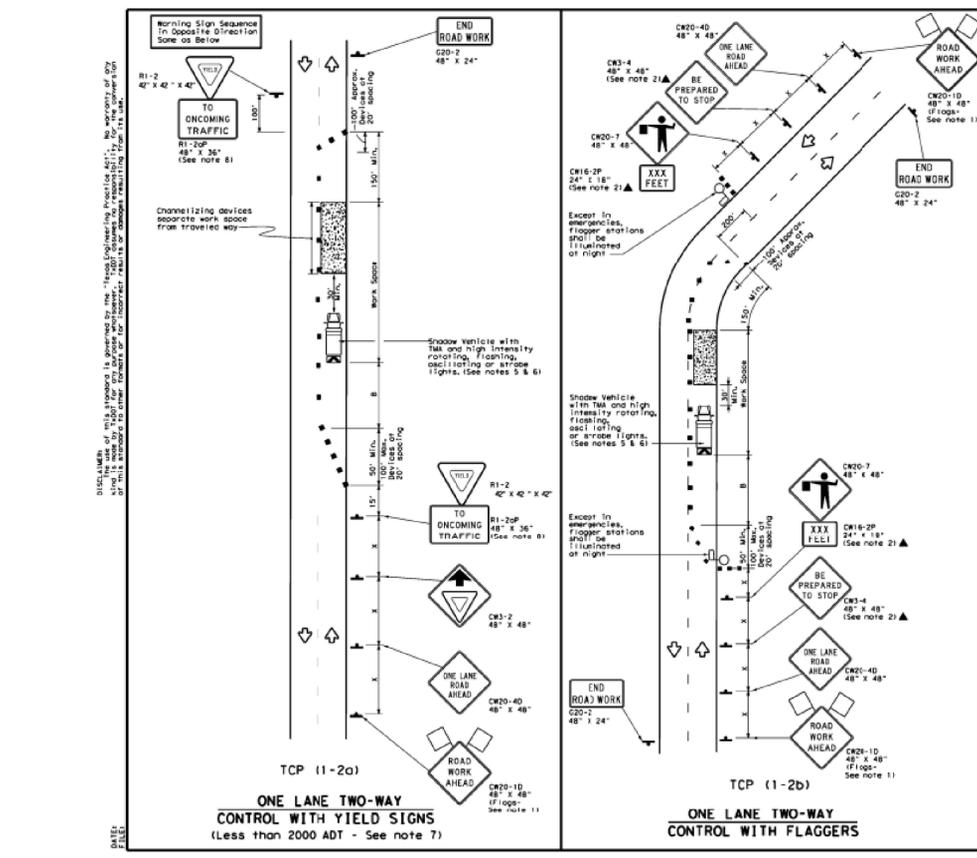
- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

**TCP (1-2a)**

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

**TCP (1-2b)**

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.



**LEGEND**

Type 3 Barricade	Channelizing Devices
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Traffic Flow
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MOBILE	SHORT DURATION	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
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Texas Department of Transportation Traffic Operations Division Standard

**TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL**

**TCP (1-2) - 18**

DATE	REV.	BY	CHKD.	APP.	REVISION
4-30-18	1	...	...	...	...
1-17-18	2	...	...	...	...