



*Town of Highland Park, Texas*  
**TOWN COUNCIL STUDY SESSION**  
**AGENDA**

8:00 AM  
December 6, 2022

4700 Drexel Drive, Highland  
Park TX 75205  
Map Room (2nd Floor)

---

**FUTURE AGENDAS DISCUSSION**

- Review, discuss, and consider approval of a proposal for swimming pool improvements.
- Review and discuss proposals submitted for chemical application services for Town parks and greenspaces.
- Review, discuss, and consider approval of the continuation of an interlocal agreement with the Highland Park Independent School District to provide funding for School Based Law Enforcement officers at Armstrong Elementary School and Bradfield Elementary School.
- Review, discuss, and consider approval of a Master Interlocal Agreement with Dallas County Road and Bridge to qualify for funding for improvements and/or maintenance on designated roadways.

**REPORTS**

- Review and discuss the 2023 Town Council meeting schedule.

**CLOSED SESSION**

1. In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.074, the Town Council will convene into closed session to deliberate the appointment, employment, and duties of the Town Administrator and Department of Public Safety Chief.

**OPEN SESSION**

1. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 1. above, shall be made, if any.

**ADJOURNMENT**

---

Any item on this posted agenda could be discussed in closed session as long as it is within one of the permitted categories under Sections 551.071 through 551.076 and 551.087 of the Texas Government Code

A member of the public may address the governing body regarding an item on the agenda either before or during the body's consideration of the item, upon being recognized by the presiding officer or the consent of the body.

**SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS**

Let us know if you need special assistance of any kind.

Please contact the Town of Highland Park Administrative staff at (214) 521-4161

7:30 a.m. to 4:30 p.m., Monday through Friday.



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: December 6, 2022

Department: Development Services

Presenter: Chelsey Gordon

---

### TITLE

Review, discuss, and consider approval of a proposal for swimming pool improvements.

### BACKGROUND

In 2007, improvements were made to the Town Swimming Pool including the installation of a 60-mil PVC Pool Liner to the interior of the pool. The liner not only provides a smooth surface for pool patrons but affords reduced maintenance. The average lifespan of a PVC pool liner is approximately 10 - 15 years. During the 2022 swim season, it was noted that the liner was showing signs of separation from the wall of the pool while also being past its lifespan. Funds were programmed to replace the liner in the FY23 budget.

A Request for Proposals ("RFP") went out for the removal and installation of PVC liners for both the main pool and the wading pool as well as alternates to do a leak assessment and installation of in-ground led lights. The RFP was published in *The Daily Commercial Record* on October 31, and November 7, 2022. A pre-proposal site visit was held on November 9, and received bids were opened on November 15, 2022.

Two proposals were received. Aggregate proposal totals are listed below. None of the proposers included a price for leak assessment or in-ground lights. These additional services will have to be done at another time with a separate vendor. Staff is currently working on locating vendors for those services.

Natare: \$155,623.19

Renosys: \$103,675.00

The RFP calls for the project to be finished no later than Friday, March 31st ahead of the 2023 Swim Season. It was noted by the two proposers that the selection of the proposal needed to be completed by January 1 to allow time to order materials and complete the work in advance of the early Spring opening of the swimming pool. The lowest proposal by Renosys includes the PVC liner being a light blue color – not the white coloring of the current liner.

### RECOMMENDATION

Staff recommends approval of the best-value proposal submitted by Renosys in the amount of \$103,675.

### FINANCIAL IMPACT

An estimate of \$50,000 was put into the FY23 Capital Improvement Program for this project based on probable costs estimated in the 2021 Swimming Pool Assessment done by Terracon. Unfortunately, bids came in much higher than the estimated probable cost. Approximately \$200,000 has been allocated in the CIP for Pool Improvements, allowing staff to bring this item forward for approval now with the intention to

bring forward a budget amendment (dependent on how other pool improvements are priced) later in the fiscal year.

**ATTACHMENTS:**

**File Name**

HP\_Pool\_Liner\_and\_Electrical\_Services\_RFP\_-\_Final.pdf

Bid\_tab\_-\_pool\_liner.docx

**Description**

Pool Liner and Electrical Services - RFP

Pool Liner and Electrical Services - Bid Tab

# NOTICE

## REQUEST FOR PROPOSAL (“RFP”) Pool liner and electrical services 2022-11

The Town of Highland Park, Texas (*the “Town”*) invites and requests the submission of a Request for Proposal (*the “RFP”*) from interested parties to furnish and install quality commercial PVC membrane pool liners for the Town Swimming Pool and Wading Pool, as well as inground LED lights for the Town Swimming Pool. The RFP specifies the information that interested parties must submit in their Proposal to the Town pursuant to this RFP for their proposals to be considered by the Town.

Interested parties are requested to submit a Proposal in accordance with the guidelines, the Specifications and the Equipment outlined in the RFP, however supplemental documents, or information to support or clarify the Proposal is welcome, provided that this supplemental information is provided in a separate document.

### 1. GENERAL CONDITIONS.

- A. **Contract Award.** The Town of Highland Park reserves the right to select one or more parties to perform services and reserves the right to select one or more parties to work on the pool defined under this RFP.
- B. **Contract Agreement.** The Contract to be executed by and between the Town and selected parties shall be a Standard Form of Agreement as written and specified by the Town Attorney.
- C. **Revisions to Scope of Services.** The Scope of Services identified in the RFP are currently under consideration and there is no guarantee that the Town will proceed with the Scope of Services. Additions to the Scope of Services may be considered that are not currently identified in the RFP.
- D. **Project Budgetary Estimates.** The budgetary cost estimates included in the Town’s Annual Operating Budget are conceptual. Funding for the Scope of Services included in this RFP are approved each September by the Town Council as part of the Town’s Annual Operating Budget. Funding for the Scope of Services included in this RFP is subject to change at any time during any Term of the Contract.

- E. **Submission Reimbursement**. There is no expressed or implied obligation for the Town to reimburse responding parties for any expenses incurred in preparing a Submission for this RFP.
- F. **Response Submittals**. Responses to this RFP will be received until 11:00 a.m. Central Standard Time on November 15, 2022, at:

Town of Highland Park, Texas  
*Attention:* Chelsey Gordon, Assistant Director of Development Services  
Town of Highland Park Town Hall  
1<sup>st</sup> Floor, Customer Service Desk  
4700 Drexel Drive  
Dallas, Texas 75205

and shall include the information requested hereafter. Responses received after this time will not be considered. Response submissions should clearly be marked “**Pool Liner and Electrical Services - Request for Proposals 2022-11.**”

- G. **Submissions Property of the Town**. Submissions once received by the Town may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the Town in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.
- H. **Pre-Proposal Site Visit**. A Pre-Proposal Site Visit will be held on November 9, 2022, at 1:00 p.m. The Pre-Submission Meeting will be held in-person as directed by the Town. This meeting is for general information purposes. Attendance is encouraged but not mandatory.
- I. **Requests for Clarification**. Inquiries or requests for clarification regarding this RFP shall be directed in writing by one or more of the following methods:

**Via U.S. Mail:**

Town of Highland Park, Texas  
Attention: Chelsey Gordon, Assistant Director of Development Services  
4700 Drexel Drive  
Dallas, Texas 75205

**Via Email:**

[cgordon@hptx.org](mailto:cgordon@hptx.org)

Clarifications will be provided in writing as quickly as possible. Clarifications which might affect the other parties' responses will be distributed to all known interested parties. Early requests for clarification are encouraged.

**The deadline for questions and/or requests for information to this RFP is November 11, 2022, by 10:00 a.m. Central Standard Time.**

- J. **Contact with Town Staff.** Interested parties are not permitted to contact (*by any means of communication*) Town staff or other persons affiliated with the Town for any reason other than work relating to existing contracts, before, during and after the selection process. Any or all contacts shall be only for the express purpose of clarifying the specifics of the RFP, and these requests shall be directed to the contact person identified above.

## 2. PROPOSAL SPECIFICATIONS AND TECHNICAL CONDITIONS.

### A. **Scope.**

1. Remove existing 60-mil PVC Pool Liner and Replace with a new 60-mil PVC Pool Liner to resurface the pool interior of the main pool to make a complete watertight installation with a below gutter termination.
  - a. Liner color is to be white.
  - b. Liner to also include 6 racing lanes and targets in teal/light blue per USA Swimming Guidelines.
  - c. Pool steps in the shallow end of the main pool to be designated by teal/light blue trim on the front of the steps as original pool liner shows. Steps must be durable for heavy traffic.
2. Remove existing 60-mil PVC Pool Liner and Replace with a new 60-mil PVC Pool Liner to resurface the pool interior of the wading pool to make a complete watertight installation.
3. Items 1 and 2 should include: Furnishing all the labor, materials, equipment, appliances, services, and drayage to all the operations related to the fabrication and installation of the PVC Membrane System for the Town's Main Pool and Wading Pool.
4. Alternate 1: Furnish and install 12 energy efficient LED lights into the main pool shell.
  - a. The pool currently does not have inground lighting for the pool, only 4 above ground tower lights.
5. Alternate 2: Leak inspection and pressure testing for the perimeter gutter, main drains, pool supply and return piping and any other penetration of the pool structure for the main pool and the wading pool.

6. Items 1, 2, 4, and 5 must be completed no later than Friday, March 31<sup>st</sup>.
7. It is the responsibility of the Bidder to review this project before the bid. There could be issues underneath the liner that will also need to be repaired.

**B. Quality Control.**

1. Inspections. Inspections of the Pool will be made by Town's designated representative on a regular basis. The Successful bidder shall agree to participate in scheduled inspections with Town's designated representative.
2. Assessment of Work.

**If any of the work is not completed in accordance with the written requirements specified in the RFP and/or contract documents, the successful bidder will receive written notice of non-compliance (via email and regular mail).**

Standards used to assess the quality of work are specified in this Section. Work which fails to meet specified standards will be brought to the attention of the successful bidder. The successful bidder will then be requested to correct the identified issue(s). Failure by the successful bidder to take corrective action(s) within forty-eight (48) hours shall result in the work being done by others and costs charged to the successful bidder. Emergencies, as determined solely by the Town, shall require same-day response.

Failure to provide a satisfactory level of service will result in a credit adjustment. Town reserves the right to determine the credit adjustment.

- a. Supplies. The successful bidder shall supply all supplies and materials as may be required to perform the work assignments outlined in these specifications.
  - a. The liner membrane must be a product accepted by the Town. The bidder shall have completed at least ten (10) PVC swimming pool membrane system installations of similar size with the proposed membrane product, which have been in operation for at least three (3) years. The Town reserves the right to reject the proposed Pool Liner if it is believed the Pool Liner is a product not of good quality for a public pool.
- b. Equipment. Successful bidder shall furnish all equipment and/or apparatus required to perform the work assignments outlined in these specifications. The successful bidder shall maintain said equipment and/or apparatus in good, safe, working order and shall ensure that the equipment is clean and presents a good appearance.

Equipment determined by Town to be unacceptable will be removed and replaced immediately by the successful bidder.

- c. **Warranty.*** Successful bidder shall provide a minim of a (1) year warranty on labor, materials, and workmanship and a minimum of 10 years on the new pool liner and lane markers being installed. Must include warranty information with bid proposal.
3. **Personnel / Employees.** The successful bidder shall employ competent, qualified workers who can perform the required services. All personnel shall be appropriately supervised and directed by trained and qualified supervisors. Successful bidder needs to identify to Town staff at least one (1) employee who is able and accessible to communicate in English.

Successful bidder shall employ individuals who are citizens of the United States or who have proof of right-to-work status. The successful bidder shall be in compliance with all federal and state immigration laws.

The successful bidder shall not assign duties at Town facilities to any individual who, within the preceding 5-years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement, or fraud.

The successful bidder shall maintain a ***roster of employees, their work assignment*** and their home address and phone number. It shall be the responsibility of the successful bidder to keep the employee roster current.

The successful bidder shall ensure that his/her ***employees do not bring children, or any other guest***, to work with them in any Town Park or Facility.

The successful bidder shall ensure that all his/her employees shall observe all Town codes and ordinances governing Town employees conduct when on Town premises.

If Town shall deem any employee as unacceptable or unsatisfactory, successful bidder shall remove such employee from the work force and shall supply suitable replacement, therefore.

4. **Identification.** Employees of the successful bidder shall be required to always display an ID badge while on duty in any Town Facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company



he/she represents. All employees of the successful bidder who is **NOT** displaying their ID badge will not be allowed to work in any Town Facility.

The successful bidder's employees shall be required to wear a distinctive uniform. This uniform must consist of a shirt bearing the company's name or logo.

Uniforms, whether shirts or full uniforms, shall be the same for all employees. Successful bidder's employees are expected to comply with the following park and facilities guidelines:

- 4.1 All clothing should be clean, in good repair, pressed and of appropriate size.
  - 4.2 Clean uniforms are to be worn daily.
  - 4.3 Shirts are to be properly buttoned and/or tucked into pants.
  - 4.4 Headbands, shower caps, etc. are not permitted.
  - 4.5 **NO** open-toed shoes, sandals, flip-flops, or other casual or lounging footwear are permitted.
  - 4.6 Smoking is **NOT** permitted in or on any Town facilities.
  - 4.7 Radios of any kind (*except for 2-way devices*) are **NOT** to be used during the performance of job duties. This applies to earphone-type radios, wireless headphones or earbuds and streaming services.
5. The Town of Highland Park policies prohibit discrimination based upon race, color, national origin, marital status, age, sex, or other non-merit factors. The successful bidder shall adhere to all applicable Equal Employment Opportunity policies and laws.
  6. Pre-Employment Screening and Criminal History Check. The successful bidder shall provide Town with the full legal name and maiden name (*if applicable*); date of birth; social security number; government issued driver license or personal identification card number; and legal address of all employees working in Town facilities. The successful bidder will provide Town with a complete criminal history for all full-time or part-time contact personnel no later than 10-calendar days after the employee begins work. No contract employee will be permitted to work if the criminal history reveals conviction of a felony or crime of moral turpitude. In addition to the required background check, Town requires all new employees' paperwork to be approved prior to starting within any Town facility. Contract employees must have his/her application, background check and dated verification from the government Social Security Administration verifying their legal social security number. Contractual employees will receive an access clearance level and identification approval from the Town representative.

### 3. SELECTION PROCESS AND CONDITIONS OF AWARD.

- A. **Audit.** Town reserves the right to audit the records and performance of any successful bidder during the term of the contract between Town and the successful bidder and for three (3) years after the expiration or termination of said contract.
- B. **SUCCESSFUL BIDDER SHALL:** IN CONSIDERATION FOR THE AWARD OF THE BID, THE SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS TOWN AND ALL OF ITS OFFICERS, MANAGERS AND EMPLOYEES, AND ALL ENTITIES, THEIR OFFICERS, MANAGERS, AND EMPLOYEES WHO ARE PARTICIPATING THE CONTRACT FROM ALL SUITS, ACTIONS OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR ON ACCOUNT OF ANY INJURIES, INCLUDING DEATH, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL BIDDER, OR OF ANY MANAGER, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM BID AWARD. SUCCESSFUL BIDDER SHALL PAY ANY JUDGEMENT WITH COST WHICH MAY BE OBTAINED AGAINST TOWN AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.
- C. **Termination for Default.** Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of any breach or default of the contract. Town reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting second bidder.
- D. **Acceptability.** All articles enumerated in the Bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this face shall be certified to the Director of Development Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to the specifications must be replaced by the Bidder at its sole expense. All disputes concerning quality of supplies utilized in the performance of this Bid will be determined solely by the Director of Development Services or designated representative.
- E. **Remedies.** The successful Bidder and Town shall agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

- F. **Choice of Law and Venue.** The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Dallas County, Texas. Exclusive venue for any claim or legal dispute that is related to this contract in any manner shall only lie in the State of Texas District Courts or competent jurisdiction that are physically located in Dallas County, Texas.
- G. **Silence of Specification.** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
- H. **No Prohibited Interest.** Bidder acknowledges and represents that they are aware of the laws of the State of Texas regarding conflicts of interest. No officer, whether elected or appointed, or any employee, whether full or part-time, of Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with Town; or have a substantial financial interest, direct or indirect in the sale to Town of any land, materials, supplies or services.
- I. **Force Majeure.** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other caused not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties with such settlement is unfavorable in the judgment of the party having the difficulty.
- J. **Disclosure of Certain Relationships.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, contractor, or person considering doing

business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Town not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, a vendor or contractor represents that it follows the requirements of Chapter 176 of the Texas Local Government Code.

- K. **Purchase Orders**. A purchase order(s) shall be generated by the Town Director of Administrative Services or the assigned designee to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Town shall not be responsible for any workorders placed and/or performed, outside of this contract, without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- L. **Bid Security / Bond Requirements**. If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to Town, prior to commencement of any work pursuant to the contract provisions.
- M. **Funding**. Town is a home-rule municipal corporation operated and funded by an October 1 to September 30 basis, accordingly, Town reserves the right to terminate, without liability to Town, any contract for which funding is not available.
- N. **Taxes**. Town is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING**. Tax exemption certificates will be executed by Town and furnished upon request by the Finance Department.
- O. **Payment Terms**. Payment terms are Net 30 unless otherwise specified by Town in this document. Prompt payment discounts may be used by Town in determining the lowest responsible bidder.
- P. **Invoices**. Invoices must be submitted by the successful bidder to:

[TSPayables@hptx.org](mailto:TSPayables@hptx.org).

#### 4. **EVALUATION CRITERIA**.

- A. **Submission**. Bidders are requested to submit their proposal in accordance with the guidelines specified in this section and the specifications outlined in the RFP, however, should you wish to provide supplemental documents or information to support or clarify your proposal, you may do so in a separate document.
- B. **Timeline**. The RFP will maintain the timeline order below; changes to the timeline order below will be amended by written Addendum.
1. Distribution
  2. Pre-Proposal Site Visit
  3. Submission of RFP-Related Questions
  4. Written Response to Questions (*Written Addendum*)
  5. Deadline for Proposal Submissions
  6. Review and Evaluation of Proposals
  7. Notification to Bidders
  8. Contract Commencement
- C. **Contents of Proposal**. Elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested (*via written Addendum*), the inclusion of corporate brochures and narratives should be sent separately from the Submission.

Bidders shall submit three (3) bound and tabbed copies and one electronic copy of the Proposal, with all accompanying schedules, appendices or addenda delivered in a sealed envelope to the mailing address listed on the title page of this RFP.

Proposals submitted after the closing time or that do not follow the requirements as set forth in this RFP may not be accepted and may be returned to the Bidder.

Amendments to a Proposal may be submitted if delivered in writing prior to the closing time, marked accordingly with the Bidder's name and the RFP title.

Proposals may be withdrawn by written notice only, provided such notice is received at the Town office prior to the closing date and time. Proposals shall be valid for 90-days from submission. Proposals should be submitted according to the RFP schedule on the required date.

Bidders are required to follow all formats included herein attaching any additional appendices that may be required. Proposals should be arranged as follows:

1. Title Page: The title page shall show the RFP Title, closing time and date, Bidder name, address, telephone number, contact email address and the name and title of the contact person(s).
2. Table of Contents: Page numbers should be indicated in addition to subject headings, any appendices, etc. Subject areas should be separated in a manner to clearly denote each related section of the Proposal.
3. Executive Summary: A short summary of the key features of the Proposal demonstrating the Bidder's understanding of the Scope of Services.
4. Proposal Forms: The Bidder shall complete and return with the Proposal any Proposal Forms included in this RFP in accordance with the instructions provided herein. This must be submitted within the provided format.
5. Contractor Background and Credentials. Proposal should include in summary form, background information regarding the experience and capabilities of the Bidder, including at a minimum the following information:
  - a. Summary of the history of your firm.
  - b. Ownership structure and date of inception.
  - c. Current organizational chart.
  - d. Memberships in trade organizations and professional accreditations and certifications.
  - e. Minority Business Enterprise / Women Business Enterprise ("MBE / WBE") compliance and/or Affirmative Action Plan (if any).
  - f. Names of and affiliated companies and their affiliation.
  - g. Profiles of key personnel and, resumes of personnel who will be directly involved in the management and supervision of your proposed services.
  - h. Provide three (3) references, from similar scoped projects. References at minimum shall include the Company Name, Contact Person, Contact Person Title, Project Scope Description, Contact Name Phone Number, Contact Name Email Address.
  - i. Summary of any special procedures / systems your firm utilizes which would be of direct benefit to either the property or Town.

6. Staffing Plan. The Proposal should include a Staffing Plan that describes the onsite / dedicated staff you will employ to provide services to support the properties, including at a minimum the following information:
  - a. The number, titles, and job descriptions of personnel who will be associated with the performance of services included in your proposal.
  - b. Resumes of any known key personnel who will be assigned to the property (*including specific experience relevant to this RFP*).
  - c. Statement identifying if the proposed positions will be employees of the Bidder or through contracted services.
  - d. Time allocation of employees to the project.
7. Additional Service Capabilities. In addition to the normal services as described in the specifications section of the RFP outline additional services your company can provide relative to the parks and facilities. Include the pricing structure for these services.
8. Sample Invoicing. The Proposal should include a sample invoice the Town should expect if partial billing is selected. Please note the Town's invoicing requirements listed in this bid.

**D. Evaluation of Submissions.**

1. The following criteria will be considered during the evaluation process to select the Bidder best suited for each facility. This listing does not represent the order of importance of each factor:
  - a. The ability of Bidder to provide the services outlined in this RFP.
  - b. Bidder's knowledge and understanding of the equipment and systems.
  - c. References provided by Bidder or from other clients.
  - d. Bidder's understanding and compliance of their Submission.
  - e. Cost of Services.
2. **THIS IS A BEST-VALUE BID.** Town shall evaluate each Submission on the following criteria, weighted below to show the relative importance for each criterion in considering the award of this Bid:
 

a. Price	40%
b. Reputation ( <i>References and/or previous experience with the Town</i> )	30%
c. Services Provided / Value Added / Responsiveness	20%
d. Sample Invoicing	<u>10%</u>

E. **Submission Terms and Conditions.**

Notwithstanding any other provision in the Submission documents, Town has at its sole discretion, the unfettered right to:

- a. Accept any Proposal.
- b. Reject any Proposal.
- c. Reject all Proposals.
- d. Accept a Proposal, which is not the lowest priced Proposal.
- e. Reject a Proposal, even if it is the only Proposal received by the Town.
- f. Accept all or any part of a Proposal.
- g. Split the services between one or more Bidders if deemed necessary by Town or to exclude some services from the Award.
- h. Waive any and all technicalities to the benefit of the Town.

All Submissions of Proposals shall be irrevocable and remain open for acceptance for at least 90-days after the closing time, regardless of whether another Proposal has been accepted.

Any deviation from the requirements or the conditions specified in this RFP must be clearly marked as “***Deviations***” and placed in a separate section of the Bidder’s Proposal. Town will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Bidder’s Proposal, Town expects the Bidder to be in full compliance of the requirements and conditions stated herein.

A Proposal, which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to this RFP, may be rejected in whole or in part by Town at its sole discretion. Town may waive any non-compliance with the RFP, specifications, or any condition of anything required by the RFP and may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.



## BID PROPOSAL FORM

Bid Item	Item	Total Cost
1	Remove existing 60-mil PVC Pool Liner and Replace with a new 60-mil PVC Pool Liner to resurface the pool interior of the main pool including installation of racing lines and targets.	
2	Remove existing 60-mil PVC Pool Liner and Replace with a new 60-mil PVC Pool Liner to resurface the pool interior of the wading pool.	
	<b>Total for Items 1 and 2:</b>	
Alternate 1	Furnish and install 12 energy efficient LED lights into the main pool shell.	
Alternate 2	Leak inspection and pressure testing for the perimeter gutter, main drains, pool supply and return piping and any other penetration of the pool structure for the main pool and the wading pool.	
	<b>Total for Alternates 1 and 2:</b>	
	<b>Total Base Bid and Alternates:</b>	

## TOWN OF HIGHLAND PARK CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Highland Park shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage except for workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town, a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

### Type of Contract

Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (*including death*) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage.

Statutory Workers compensation insurance as required by state law.

*(If the contractor serves alcoholic beverages)* Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

*(If high risk or dangerous activities)* Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars.

*(If automobile or limousine service is involved even if volunteers).*

	Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	<p>General Liability insurance for personal injury (<i>including death</i>) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (<i>If high risk or dangerous activities</i>) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by state law.</p>
Professional Services	<p>Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.</p> <p><i>(If size or scope of project warrant)</i></p> <p>Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by State law.</p>



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ABC Insurance Brokerage 1234 Drexel Drive Highland Park, Texas 75205	CONTACT NAME: John Smith PHONE (A/C, No. Ext): 214-555-9999 FAX (A/C, No): 214-555-9898 E-MAIL: johnsmith@abcinsurance.com ADDRESS:
INSURED	Your Company Name Here Address of Insured Address of Insured	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name NAIC #: 12345 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
		X	987654	04/05/2019	04/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS		123456	04/05/2019	04/05/2020	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA)		123456	04/05/2019	04/05/2020	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Highland Park, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Highland Park 4700 Drexel Drive Highland Park, Texas 75205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF \_\_\_\_\_ §

THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (*Check all that apply*):

\_\_\_\_\_ Ownership of ten percent (10%) or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

\_\_\_\_\_ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ None of the above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOVT. CODE, as amended, is a member of a public body which acted on the contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form TCG 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE, CHAPTER 2271

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: \_\_\_\_\_

Print Name of Person: \_\_\_\_\_

Signing, Title, and  
Company \_\_\_\_\_

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

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2271.002. Provision Required in Contract

Effective: September 1, 2019

A governmental entity may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**The following definitions apply:**

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint-venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this State.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

Contract Identifier: Request for Proposal, Pool Liner and Electrical Services  
Department: 2022-11 Development Services Department



Form TCG 2252  
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Company hereby verifies the following:

1. Company does not engage in business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Company is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

**SIGNED BY:** \_\_\_\_\_

**Print Name of Person:** \_\_\_\_\_  
**Signing, Title, and Company** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

STATE OF TEXAS       §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires:  
\_\_\_\_\_

Government Code § 2252.152. Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization.

Effective: September 1, 2017

A governmental entity may not enter a governmental contract with a company that is identified on a list that is prepared, maintained, and made available to each governmental entity by the comptroller, said list including companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**The following definitions apply:**

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

**Contract identifier:**    Request for Proposal, Pool Liner and Electrical Services 2022-11  
**Department:**        Development Services Department

## Exhibit A: Town of Highland Park Pool Information

### Main Pool:

- Surface Area (approximate): 5,500 SF
- Perimeter (approximate): 300 LF
- Dimensions (approximate): 100 FT x 50 FT
- Depth Range: 3 FT - 6 IN to 12 FT - 6 IN
- Volume (approximate): 250,000 GAL
- Original Construction Type: Concrete Shell. Lined with Fiberglass. The existing gutter is a rollout gutter. Pool is reported to be approximately 72 years old. In 2006 the pool was renovated with new piping, new decking, new equipment, and portions of the pool floor removed. Fiberglass was removed and replaced with a PVC liner, Lane Lines and Wall Targets. Liner is about 16 years old. Walls were reused, but the gutter was replaced with a deck level. The pool floor replacement involved cold joint transitions with 12" dowels into the (E) walls and floor. The pool was deepened to 12' 6", presumably to meet diving code requirements.

### Wading Pool:

- Dimensions (approximate): 25 FT x 38.6 FT
- Depth Range: 1/2 FT to 3 FT

Exhibit B: Highland Park Pool Photos







## Exhibit C: Pool Liner Specifications

### SECTION 13162-P REINFORCED PVC MEMBRANE POOL LINERS

#### 1. GENERAL:

- A. **SCOPE:** Furnish all labor, materials, equipment, appliances and services for installing repair sections for existing PVC lined pools and make a completely water-tight reinforced PVC membrane lining system. Prepare surfaces to receive liner, install liner and clean up, removing all surplus material from the site.
- B. **MATERIALS:** Use only commercially manufactured reinforced pool lining systems that are compatible with the swimming pool environment.
- C. **PREPARATION:** The installer of the pool liner shall make final inspection of the pool shell prior to installation and shall notify the pool contractor of any visible defects. The pool contractor is responsible for providing a sound structural shell that is prepared properly to accept the pool liner.
- D. **SUBMITTALS:**
  - 1) **Shop Drawings:** Show fabrication and connection details for all components at all unique situations within the project.
  - 2) Provide standard manufacturer's catalog sheets and installation instructions for each item specified.
  - 3) Provide written documentation of project foreman certification as a PVC membrane installer.
  - 4) **Contract Closeout Submittals:**
    - a. Upon acceptance by the Owner, the contractor shall furnish 6 (six) copies of bound operation and maintenance manuals which fully details the proper system operation and maintenance techniques.
    - b. Provide copy of the supplier's 10 year PVC material warranty and 10 year weld warranty.
- E. **QUALITY ASSURANCE:** The flexible swimming pool membrane shall be the product of a manufacturer regularly engaged in the production of PVC membranes used in swimming pools. Additionally, as a minimum requirement, the installing contractor shall have completed at least ten (10) PVC swimming pool membrane system installations of similar size with the proposed membrane product, which have been in operation for at least three (3) years.
- F. **DELIVERY, STORAGE, AND HANDLING:** All materials required for the completion of this project shall be delivered to the project site adequately protected to prevent damage. No hooks, forks, or equipment that could puncture, rip, or tear the liner shall be used for unloading the materials. Unloading and storage of the materials shall be executed by the contractor. The materials should be stored in a flat, dry area in a manner that will not damage them. All materials are to be delivered new and in unopened packaging. In addition, refer to Section 01640 for product delivery and handling procedures.
- G. **PROJECT SITE CONDITIONS:** The swimming pool shall be prepared by the contractor to a level in accordance with the manufacturer's requirements and technical bulletins. All surface preparation necessary to produce a reasonably smooth, firm, clean, and dry surface shall be completed prior to the onset of installation. The surface must be free of angular materials, bubbles, and large cracks. All burrs and rough edges shall be ground smooth or covered. Pits, voids, and cracks shall be filled with suitable patching material. Expansion joints shall be covered with galvanized or plastic sheet, or moisture proof composition board. Tar, oil, or petrochemical compounds must be removed or covered with an appropriate isolation material. Water line tiles shall be broken off and the void leveled with a patching compound.
- H. **MAINTENANCE INSTRUCTIONS:** Descriptive information detailing proper care, maintenance, and cleaning procedures shall be provided.
- I. **WARRANTY:** The flexible, reinforced PVC membrane shall be guaranteed by the manufacturer for workmanship, materials, and performance for a period of ten (10) years following the installation acceptance date. This non-prorated warranty shall cover all labor and material for replacement of any defective materials or work, including delamination, pitting, cracking or tearing. The PVC membrane system shall also be warranted to not require additional sealing, or to become structurally unsuitable for its intended purpose for a period of ten (10) years. Additionally, the contractor shall warrant against delamination at all heat weld at seams, logo locations, and racing lanes and targets for a period of ten (10) years. The warranty shall not cover acts of vandalism or abusive or improper treatment.

#### 2. PRODUCTS

- A. **MANUFACTURERS:** The actual material manufacturer (not the marketing agent) shall have been engaged in the formulation and manufacture of reinforced PVC membranes for use in commercial pool applications for a period of greater than 5 years. Certified documentation from the actual manufacturer of the membrane product regarding this experience is required with submittal of bid. Products known to meet this requirement are distributed and installed by Natare and RenoSys.
- B. **MATERIALS:** All materials used shall be completely compatible with the swimming pool environment and shall be supplied by one supplier as a system to assure compatibility and to assure a single source of responsibility. All PVC membrane components shall be from the same manufacturer.
- C. **SYSTEM COMPONENTS AND EQUIPMENT:**
  - 1) **Flexible Reinforced PVC Membrane:** The flexible PVC membrane shall be installed to the dimensions detailed on the drawings and as required. The membrane shall consist of two (2) layers of PVC fuse bonded to a tightly woven, polyester mesh substrate. The membrane shall be no less than 60 mil thick. Only those membranes specifically formulated for swimming pool use shall be considered. Roofing membranes, general waterproofing membranes, and

vinyl liners will not be accepted. The membrane shall be furnished in a white color scheme as detailed by the drawings, or as selected by the owner.

- 2) **Slip Resistant Flexible Reinforced PVC Membrane:** A slip resistant reinforced PVC membrane, identical in chemical and physical properties to the flexible reinforced PVC membrane described above, yet with a distinctively different surface texture, shall be installed for all depths to three (3-FT) feet, on stairs or ramps, or as otherwise specified on the drawings, to provide slip resistance to pool bathers in high traffic areas. Slip resistant PVC membrane shall be furnished in the white color scheme as detailed by the drawings, or as elected by the owner.
- 3) **Separator Fleece (Felt Underlayment):** The interior surfaces of the swimming pool shall be covered with an engineered geotextile polyester fleece or felt separator, a minimum of 120 mils in thickness, weighing at least 10.5 ounces per square yard. The fleece separator must be resistant to freeze thaw, moisture, soil-chemical abrasion, or ultraviolet deterioration. All fleece separators shall be certified and guaranteed to be free of foreign materials, which could potentially be damaging to the liner.
- 4) **Adhesives:** Adhesives that are not weakened when exposed to water immersion and that are fully compatible and suitable for bonding to the PVC material and the felt layer shall be provided that are designed to chemically bond to the PVC material and to attach the separator fleece to the pool walls (and floor where required). Adhesives shall be applied the appropriate amounts adequate to secure the fleece to pool walls and/or floor and to ensure that membrane will remain adhered to walls when all water has been drained from the pool for extended periods of time.
- 5) **PVC Steel Edging:** Provide steel sheet of at least 20 gauge steel to form edges, angles, corners, zero depth entries, or other necessary transitions or terminations where a firm surface is necessary to weld PVC membrane. Acceptable steel edging is as follows:
  - a. A heavily zinc coated, galvanized steel sheet (at least 20 gauge) with PVC laminated to one side.
  - b. Stainless steel (at least 20 gauge) with PVC lamination.
- 6) **Pool Floor Rehabilitation:** Heavily galvanized steel sheet (at least 20 gauge), 6" wide plastic plate, or stainless steel 25 gauge plate shall be provided where reinforcement, shaping, or separation is required. It shall be installed over expansion joints when sealants or caulking has been installed.
- 7) **Sanitizing Agents:** Sanitizing agents, formulated from a mixture of halogenated organic compounds, and specifically designed for this purpose, shall be applied to the pool surface, beneath the pool liner, to prevent the growth of microbes or fungus.
- 8) **Racing Lanes and Targets, Delineators, and Waterline:** Racing lanes and targets shall be provided by the supplier in a contrasting color approved by the Owner. Racing lanes shall be fabricated to the dimensions shown on the drawings. Provide continuous dark two (2-IN) inch wide stripe on the horizontal edge of all stair treads. Skimmered pools, where the PVC liner will project above the water line to the coping, shall have a waterline PVC strip of contrasting color for the top eight (8-IN) inches of the liner. Color to be selected by Owner.
- 9) **Transition Flanges:** Watertight compression flanges fabricated of rigid PVC shall be furnished at all membrane penetrations, top edges under the coping, or openings to the swimming pool. All metal fasteners for compression flanges shall be stainless steel.
- 10) **Edge Sealant:** A liquid PVC edge sealant solution shall be applied to all free material edges such as racing lane stripes after welding as required by manufacturer's technical bulletins and requirements. This process is to provide a properly detailed edge on material lap joints.
- 11) **Caulking:** Caulking shall be installed where required by installation details, and shall be an approved underwater grade caulk. Caulking shall only be used at pool penetrations and terminations and shall not be employed for joining seams. Caulking bead shall not exceed 1/4 inch in width. Caulking shall not be used to make up for poor installation of the compression flanges.
- 12) **Care Instructions:** Membrane supplier shall provide complete care instructions, PVC underwater patch kit, warranty certificate and spare material as might be required. Owner's agent is also to be trained in the proper method of repairing the membrane as a part of this section.

### 3. EXECUTION:

- A. **EXAMINATION:** Upon arrival at the job site, the installer shall verify that the site and surface conditions are in accordance with manufacturer's requirements and are suitable for the installation of the pool membrane. The installer shall advise the Owner and Contractor of any conditions which might affect the satisfactory installation of the pool lining product.
- B. **PREPARATION:** The surface shall be reasonably smooth without oil or tar-based materials present. Voids, cracks, or deteriorated surfaces shall be adequately patched with an appropriate cementitious patching compound. Areas immediately surrounding fittings, lights, and other transitions, or entrances to the pool, shall be sound and suitable for the proper installation of the fitting, light, transition, and for the installation of the PVC compression flanges.
- C. **INSTALLATION AND APPLICATION:**
  - 1) **Work Experience:** All work to be performed by skilled technicians certified confident by the supplier having adequate experience with, and specific training in, the field welding and fabrication of flexible PVC swimming pool membrane systems. In addition, to ensure the overall integrity of the installation, the installing crew shall be supervised by a crew

leader with no less than two (2) years experience in the application of PVC membrane systems on at least five (5) pool projects similar in size and scope to this project. The contractor shall be required to submit installers experience in writing to the consultant prior to installation.

- 2) **Installation Procedures:** The installation procedures employed in the execution of this project are to be fully in accordance with the membrane supplier's recommendations and current technical bulletins. Written notice of any variances from the supplier's recommendations or technical data shall be provided to the Architect and Pool Consultant in advance of any work performed in the field.
- 3) **Installation Order:** The installation of the PVC membrane for this project shall be as follows:
  - a. Prepare pool surface to acceptable application requirements as per specifications and supplier's recommendations.
  - b. Apply sanitizing agents to pool as required by supplier's technical bulletins.
  - c. Attach the fleece to the pool wall and/or the bottom with the appropriate adhesives in the amounts adequate to secure the fleece. Isolate deteriorated surfaces of voids, cracks, expansion joints or any other areas with moisture proof composition board, galvanized sheet (20 gauge), stainless steel sheet (25 gauge), or plastic plate as required.
  - d. The flexible, reinforced PVC membrane shall be securely welded to membrane strips or PVC coated steel, which has been appropriately attached to the pool surface. Install PVC coated steel or shaped galvanized sheet as necessary to form angles, edges, corners, or other transitions. The liner shall conform to the pool wall without visible sag or wrinkle where the pool is filled with clear water and viewed from the deck. The liner shall extend as far up as coping or gutter will allow terminating in a neat, horizontal, watertight compression flange.
  - e. Weld the flexible, reinforced PVC membrane in accordance with the procedures established by the manufacturer. The joints shall be hot air welded with a minimum of two (2) inches of overlap. THF swell agent welding may be used to join seams or fix strips to areas which cannot be easily hot air welded. Probe all seams with a hand held lance, roofing probe, or air lance to ensure complete welding. Completely close the seam edge using a PVC edge sealant coordinated to match the membrane material and color.
  - f. All seams in the membrane shall be one-piece, single overlap seams. Patching and overlaying of multiple layers of the membrane material will not be accepted. All material sections are to be applied in full row widths and lengths except where pool conditions dictate otherwise. No scrap or short-roll material is to be utilized in the installation. To minimize visible seams, the membrane is to be applied to the pool walls in horizontally oriented sheets. Any areas of the membrane which are damaged during installation are to be completely removed and replaced with new material. There are to be no visible patches on the completed membrane. Apply special markings, logos, racing targets and lines, etc. as indicated on the drawings. Refer to drawings for detailed instruction as to necessary dimensions and locations of markings. Apply edge sealant to taper edges of stripes, targets, and logos.
  - g. After installation of the PVC membrane, caulk all transistors to flanges or other construction materials, utilizing silicone based caulking suitable for submerged application, and compatible in color and composition with the adjacent PVC membrane. Thoroughly clean and prime all joints.
  - h. All inlets, outlets, drains, underwater lights, skimmers, stanchions, and other required membrane penetrations shall be fitted with rigid PVC compression flanges securely anchored to the structure to ensure watertight seal. The "wrapping and clamping" of the membrane material around stanchion posts, ladder rails, and other protrusions through the membrane will not be accepted. Only rigid compression flanges shall be utilized for every membrane penetration.
  - i. The PVC membrane shall be continuous throughout recessed steps and any other recessed areas in the pool wall. Compression flanging around recessed steps will not be considered acceptable.
- 4) **Field Quality Control:** Limit access to the project site to minimize possibility of damage to the PVC membrane. Materials and equipment shall not be dragged across the surface of the liner or allowed to slide down the slopes. All parties working on the liner shall wear soft soled shoes. Immediately following installation, verify completion and testing of all seams. Retesting may be necessary to ensure complete sealing.
- 5) **Operation & Maintenance Manuals:** Upon acceptance by the Owner, the Contractor shall furnish six (6) copies of bound operation and maintenance manuals which fully details the proper system operation and maintenance techniques.

**END OF SECTION 13162 - P**

Request For Proposal

Pool Liner and electrical services 2022 – 11

Bid Tabulation

Bid Item	Item	Natare	RenoSys
1	Remove existing 60-mil PVC Pool Liner and Replace with a new 60-mil PVC Pool Liner to resurface the pool interior of the main pool including installation of racing lines and targets.	\$118,228.83	\$89,310.00
2	Remove existing 60-mil PVC Pool Liner and Replace with a new 60-mil PVC Pool Liner to resurface the pool interior of the wading pool.	\$37,394.36	\$14365.00
	<b>Total for Items 1 and 2:</b>	<b>\$155,623.19</b>	<b>\$103,675.00</b>
Alternate 1	Furnish and install 12 energy efficient LED lights into the main pool shell.	No Bid	No Bid
Alternate 2	Leak inspection and pressure testing for the perimeter gutter, main drains, pool supply and return piping and any other penetration of the pool structure for the main pool and the wading pool.	No Bid	No Bid
	<b>Total for Alternates 1 and 2:</b>	<b>-</b>	<b>-</b>
	<b>Total Base Bid and Alternates:</b>	<b>\$155,623.19</b>	<b>\$103,675.00</b>





# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: December 6, 2022

Department: Town Services

Presenter: Chelsey Gordon

---

### TITLE

Review and discuss proposals submitted for chemical application services for Town parks and greenspaces.

### BACKGROUND

The Town of Highland Park (the "Town") currently contracts out its chemical application services for its parks and green spaces including fertilization as well as weed control, insect control, and plant disease control. In FY 2017, chemical application bids were received for a three year contract, with two, one year renewal terms. The current contract with GroGreen, Inc. expires on December 31, 2022.

A Request for Proposals ("RFP") went out for a three-year contract for chemical application services with three, one-year renewal options. The RFP was published in *The Daily Commercial Record* on October 10, and October 17, 2022. A pre-proposal meeting was held on October 19, and received proposals were opened on October 28, 2022.

Two proposals were received. The Town's RFP requested pricing based on the current chemical application scope of services. Aggregate proposal totals are listed below.

GroGreen Inc.: \$38,275.00

SRH Landscapes: \$97,688.00

This contract would begin in January 2023 and end on December 31, 2025, with the Town reserving the option to renew the agreement for three, one-year renewal terms.

### RECOMMENDATION

Staff recommends approval of the best value proposal submitted by GroGreen Inc. in the amount of \$38,275.

### FINANCIAL IMPACT

This proposal is a 34.5% increase above the current contract for chemical services. Staff anticipated an increase based on the labor market and this contract not having a built in escalator for both its primary and renewal terms. Funding for this contract was budgeted appropriately and is available in the FY 2023 parks budget. To note, GroGreen Inc., also requested a 0% increase for duration of the proposed contract.

### ATTACHMENTS:

**File Name**

**Description**

HP\_Chemical\_Application\_Services\_RFP\_FY\_2022\_-\_2026\_-\_Final\_with\_Addendum.pdf

Chemical\_Application\_-\_Bid\_Tab.pdf

Chemical Application Services Request for Proposals 2022

Chemical Application Services - Bid Tabulation

# NOTICE

## REQUEST FOR PROPOSAL (“RFP”) Chemical Application Services 2022-10

The Town of Highland Park, Texas (*the “Town”*) invites and requests the submission of a Request for Proposal (*the “RFP”*) from interested parties to provide chemical application services for Town Parks and Facilities. The RFP specifies the information that interested parties must submit in their Proposal to the Town pursuant to this RFP for their proposals to be considered by the Town.

Interested parties are requested to submit a Proposal in accordance with the guidelines, the Specifications and the Equipment outlined in the RFP, however supplemental documents, or information to support or clarify the Proposal is welcome, provided that this supplemental information is provided in a separate document.

### 1. GENERAL CONDITIONS.

- A. **Contract Award.** The Town of Highland Park reserves the right to select one or more parties to perform services and reserves the right to select one or more parties to work on parks and facilities defined under this RFP.
- B. **Contract Agreement.** The Contract to be executed by and between the Town and selected parties shall be a Standard Form of Agreement as written and specified by the Town Attorney.
- C. **Term.** Selected parties identified for award will be utilized by the Town for a Primary Term of 3-years. The Town may utilize up to three (3) optional 12-month Renewal Terms upon the conclusion of the Primary Term. The Town reserves the right and option to terminate the Contract upon thirty (30) days written notice.
- D. **Revisions to Scope of Services.** The Scope of Services identified in the RFP are currently under consideration and there is no guarantee that the Town will proceed with the Scope of Services. Additions to the Scope of Services may be considered that are not currently identified in the RFP.
- E. **Project Budgetary Estimates.** The budgetary cost estimates included in the Town’s Annual Operating Budget are conceptual. Funding for the Scope of Services included in this RFP are approved each September by the Town Council as part of the Town’s Annual Operating Budget. Funding for the Scope of Services included in this RFP is subject to change at any time during any Term of the Contract.

- F. **Submission Reimbursement**. There is no expressed or implied obligation for the Town to reimburse responding parties for any expenses incurred in preparing a Submission for this RFP.
- G. **Response Submittals**. Responses to this RFP will be received until 10:00 a.m. Central Standard Time on October 28, 2022, at:

Town of Highland Park, Texas  
*Attention:* Chelsey Gordon, Assistant Director of Development Services  
Town of Highland Park Town Hall  
1<sup>st</sup> Floor, Customer Service Desk  
4700 Drexel Drive  
Dallas, Texas 75205

and shall include the information requested hereafter. Responses received after this time will not be considered. Response submissions should clearly be marked “**Chemical Application Services 2022-10.**”

- H. **Submissions Property of the Town**. Submissions once received by the Town may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the Town in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.
- I. **Pre-Submission Meeting**. A Pre-Submission Meeting will be held on October 19, at 9:00 a.m. The Pre-Submission Meeting will be held in-person as directed by the Town. This meeting is for general information purposes. Attendance is encouraged but not mandatory.
- J. **Requests for Clarification**. Inquiries or requests for clarification regarding this RFP shall be directed in writing by one or more of the following methods:

**Via U.S. Mail:**

Town of Highland Park, Texas  
Attention: Chelsey Gordon, Assistant Director of Development Services  
4700 Drexel Drive  
Dallas, Texas 75205

**Via Email:**

[cgordon@hptx.org](mailto:cgordon@hptx.org)

Clarifications will be provided in writing as quickly as possible. Clarifications which might affect the other parties' responses will be distributed to all known interested parties. Early requests for clarification are encouraged.

**The deadline for questions and/or requests for information to this RFP is October 21, 2022, by 10:00 a.m. Central Standard Time.**

- K. **Contact with Town Staff.** Interested parties are not permitted to contact (*by any means of communication*) Town staff or other persons affiliated with the Town for any reason other than work relating to existing contracts, before, during and after the selection process. Any or all contacts shall be only for the express purpose of clarifying the specifics of the RFP, and these requests shall be directed to the contact person identified above.

## 2. **PROPOSAL SPECIFICATIONS AND TECHNICAL CONDITIONS.**

### A. **Proposal Specifications.**

#### 1. **Herbicides.**

##### a. **Spring Pre-Emergent Weed Control on Turfgrass.**

- 1) **Application Date, First Application.** February 1 annually.
- 2) **Application Date, Second Application.** March 30 annually.

##### b. **Spring / Summer Post-Emergent Weed Control.**

- 1) **Application Date.** Date as approved by the Town in writing.
- 2) Apply on turf grass.
- 3) Apply material on an “as-needed” basis for control of nutgrass.

##### c. **Fall Pre-Emergent and Post-Emergent Weed Control.**

- 1) **Application Dates.** October 15 to November 15, annually.
- 2) Spot-treat post-emergent weeds in St. Augustine grass
  - a) Spot-treat post-emergent broad leaf weeds in turf grass.

#### 2. **Fungicides.**

- a. **Application Dates.** Dates as approved by the Town in writing.
- b. Apply material for control of Brown Patch in St. Augustine grass.
- c. Apply materials for control of turf disease at manufacturer’s recommended rate.
  - 1) Proposal shall be approved by Town in writing prior to commencing work.

#### 3. **Insecticides.**

- a. **Application Dates.** May 15 to June 15, annually.
- b. Apply material for control of grubworms.

4. Trees, Shrubs, and Flower Bed Pesticide Maintenance. Trees, shrubs, and flower bed maintenance shall receive a minimum of three (3) insect and disease applications per growing season.
  - a. For control of leaf rollers in Vinca Major apply appropriate arterial application.
    - 1) Application Dates. Application on an “as-needed” basis as approved by the Town in writing.

5. Azalea Beds.

- a. Fertilization.

- 1) In late March, apply material with micronutrients for plant material, to offset the climatic factors of winter.
    - 2) After flower blooms are spent, an application consisting of a slow release, acid formulated azalea fertilizer coupled with iron chelate or an approved organic equivalent will be applied to promote healthy new foliage.
    - 3) A second drench application will be applied prior to the end of June containing a slow release, acid formulated azalea fertilizer coupled with iron chelate or an approved organic equivalent.
    - 4) In late July to early August, apply an application consisting of high rates of phosphorous and potassium or approved organic equivalent to encourage budget.
    - 5) Apply material at 1.5 pounds per 100 sf of bed area in October to allow plant material sufficient available nutrients to offset chlorosis and to prepare them for winter.

- b. Azalea General Maintenance. A soil test to be made in February to monitor pH. A sound action plan to be formulated to make any necessary pH adjustments. If soils an elevated pH, it will be necessary to apply a mixture of 75% sulfur with 25% ferrous sulfate to increase soil acidity to a range of 4.5 to 6.0.

All azalea beds shall receive a minimum of two (2) applications of fungicide material for protection from phytophthora root rot.

- 1) Application Dates.
      - a) Early spring when soil temperature reaches 60-degrees.
      - b) Early fall when soil temperatures begin to cool below 80-degrees.
      - c) Horticultural Oil applied in cool season for control of Lace Wing Bugs.

6. Turfgrass Fertilization.

- a. Early spring this application shall contain a balanced fertilizer for regrowth following dormancy.
- b. Late spring this granular application shall consist of a balanced fertilizer for spring green-up and growth. Vendor will also use material or approved organic equivalent in areas of St. Augustine for control of chlorosis.
- c. Early summer, this granular application shall use materials containing a soluble and slow-release nitrogen fertility to promote green growth and color.
- d. Late summer, this granular application shall use materials containing a soluble and slow-release nitrogen fertility to promote green growth and color. Vendor shall also apply materials to areas of St. Augustine grass for control of chlorosis.
- e. Early fall this granular application of fertilizer shall contain a balanced analysis of fertility for new shoot and root growth in the fall, following summer stresses.
- f. Late fall this liquid application of fertilizer shall contain a balanced analysis of fertility for new shoot and root growth in the fall, following summer stresses.

7. Ant Control.

- a. All identified areas.
- b. Playgrounds with engineered wood chips and rubber mulch (*if approved by Town in writing*).
- c. As approved by the Town on a twice-annual basis.

8. Shrub Fertilization.

- a. Spring feeding to promote richer color, winter recuperation, and to develop health and vigor. A balanced liquid fertilizer.
- b. **Fall-feeding.** A liquid fertilizer to promote winter hardiness and root growth.

9. Horticultural Oil. Horticultural oil to be applied to Live Oak and Crape Myrtle trees around the Town Hall and to Pecan Trees. The two (2) oil applications are to be done during the dormant season with one (1) in Late **November** and the other in Late **January**.

10. Seasonal Color Fertilization.

- a. 12-Each – Liquid fertilization to seasonal color beds. A slow-release fertilizer may be required for longer color show of perennials.

- b. **Note.** *AU chemical pesticides described in this RFP shall be applied in strict accordance with the manufacturer's recommendations. No pesticide shall be transported in a concentrated form to the job site. All pesticides shall be thoroughly mixed and properly diluted at the Bidder's place of business to transport for application.*

11. **Toll-Road Right-of-Way, Ground Cover Bed Weed Control.**

- a. **Two Applications.** Pre-emergent and post-emergent.
- b. **Application Dates.** Spring and Fall.
- c. Nut Sledge, Bermuda Grass Control.

B. **Quality Control.**

- 1. **Inspections.** Inspections of Town Parks and Facilities will be made by Town's designated representative on a regular basis. The Successful bidder shall agree to participate in scheduled inspections with Town's designated representative.
- 2. **Assessment of Work.**

**If any of the work is not completed in accordance with the written requirements specified in the RFP and/or contract documents, the successful bidder will receive written notice of non-compliance (via email and regular mail).**

Standards used to assess the quality of work are specified in this Section. Work which fails to meet specified standards will be brought to the attention of the successful bidder. The successful bidder will then be requested to correct the identified issue(s). Failure by the successful bidder to take corrective action(s) within forty-eight (48) hours shall result in the work being done by others and costs charged to the successful bidder. Emergencies, as determined solely by the Town, shall require same-day response.

Failure to provide a satisfactory level of service will result in a credit adjustment. Town reserves the right to determine the credit adjustment.

- a. **Supplies.** The successful bidder shall supply all supplies and materials as may be required to perform the work assignments outlined in these specifications.
- b. **Equipment.** Successful bidder shall furnish all equipment and/or apparatus required to perform the work assignments outlined in these specifications. The successful bidder shall maintain said equipment and/or apparatus in good, safe, working order



and shall ensure that the equipment is clean and presents a good appearance. Equipment determined by Town to be unacceptable will be removed and replaced immediately by the successful bidder.

3. Personnel / Employees. The successful bidder shall employ competent, qualified workers who can perform the required services. All personnel shall be appropriately supervised and directed by trained and qualified supervisors. Successful bidder needs to identify to Town staff at least one (1) employee who is able and accessible to communicate in English.

Successful bidder shall employ individuals who are citizens of the United States or who have proof of right-to-work status. The successful bidder shall be in compliance with all federal and state immigration laws.

The successful bidder shall not assign duties at Town facilities to any individual who, within the preceding 5-years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement, or fraud.

The successful bidder shall maintain a *roster of employees, their work assignment* and their home address and phone number. It shall be the responsibility of the successful bidder to keep the employee roster current.

The successful bidder shall ensure that his/her *employees do not bring children, or any other guest*, to work with them in any Town Park or Facility.

The successful bidder shall ensure that all his/her employees shall observe all Town codes and ordinances governing Town employees conduct when on Town premises.

If Town shall deem any employee as unacceptable or unsatisfactory, successful bidder shall remove such employee from the work force and shall supply suitable replacement, therefore.

4. Identification. Employees of the successful bidder shall be required to always display an ID badge while on duty in any Town Park or Facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company he/she represents. All employees of the successful bidder who **is NOT** displaying their ID badge will not be allowed to work in any Town Park or Facility.

The successful bidder's employees shall be required to wear a distinctive uniform. This uniform must consist of a shirt bearing the company's name or logo.

Uniforms, whether shirts or full uniforms, shall be the same for all employees. Successful bidder's employees are expected to comply with the following park and facilities guidelines:

- 4.1 All clothing should be clean, in good repair, pressed and of appropriate size.
  - 4.2 Clean uniforms are to be worn daily.
  - 4.3 Shirts are to be properly buttoned and/or tucked into pants.
  - 4.4 Headbands, shower caps, etc. are not permitted.
  - 4.5 **NO** open-toed shoes, sandals, flip-flops, or other casual or lounging footwear are permitted.
  - 4.6 Smoking is **NOT** permitted in or on any Town facilities.
  - 4.7 Radios of any kind (*except for 2-way devices*) are **NOT** to be used during the performance of job duties. This applies to earphone-type radios, wireless headphones or earbuds and streaming services.
5. The Town of Highland Park policies prohibit discrimination based upon race, color, national origin, marital status, age, sex, or other non-merit factors. The successful bidder shall adhere to all applicable Equal Employment Opportunity policies and laws.
  6. Pre-Employment Screening and Criminal History Check. The successful bidder shall provide Town with the full legal name and maiden name (*if applicable*); date of birth; social security number; government issued driver license or personal identification card number; and legal address of all employees working in Town facilities. The successful bidder will provide Town with a complete criminal history for all full-time or part-time contact personnel no later than 10-calendar days after the employee begins work. No contract employee will be permitted to work if the criminal history reveals conviction of a felony or crime of moral turpitude. In addition to the required background check, Town requires all new employees' paperwork to be approved prior to starting within any Town facility. Contract employees must have his/her application, background check and dated verification from the government Social Security Administration verifying their legal social security number. Contractual employees will receive an access clearance level and identification approval from the Town representative.

### 3. SELECTION PROCESS AND CONDITIONS OF AWARD.

- A. **Audit**. Town reserves the right to audit the records and performance of any successful bidder during the term of the contract between Town and the successful bidder and for three (3) years after the expiration or termination of said contract.

- B. **SUCCESSFUL BIDDER SHALL:** IN CONSIDERATION FOR THE AWARD OF THE BID, THE SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS TOWN AND ALL OF ITS OFFICERS, MANAGERS AND EMPLOYEES, AND ALL ENTITIES, THEIR OFFICERS, MANAGERS, AND EMPLOYEES WHO ARE PARTICIPATING THE CONTRACT FROM ALL SUITS, ACTIONS OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR ON ACCOUNT OF ANY INJURIES, INCLUDING DEATH, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL BIDDER, OR OF ANY MANAGER, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM BID AWARD. SUCCESSFUL BIDDER SHALL PAY ANY JUDGEMENT WITH COST WHICH MAY BE OBTAINED AGAINST TOWN AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.
- C. **Termination for Default.** Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of any breach or default of the contract. Town reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting second bidder.
- D. **Acceptability.** All articles enumerated in the Bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this face shall be certified to the Director of Development Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to the specifications must be replaced by the Bidder at its sole expense. All disputes concerning quality of supplies utilized in the performance of this Bid will be determined solely by the Director of Development Services or designated representative.
- E. **Remedies.** The successful Bidder and Town shall agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- F. **Choice of Law and Venue.** The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Dallas County, Texas. Exclusive venue for any claim or legal dispute that is related to this contract in any manner shall only lie in the State of Texas District Courts or competent jurisdiction that are physically located in Dallas County, Texas.

- G. **Silence of Specification**. The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
- H. **No Prohibited Interest**. Bidder acknowledges and represents that they are aware of the laws of the State of Texas regarding conflicts of interest. No officer, whether elected or appointed, or any employee, whether full or part-time, of Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with Town; or have a substantial financial interest, direct or indirect in the sale to Town of any land, materials, supplies or services.
- I. **Force Majeure**. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other caused not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties with such settlement is unfavorable in the judgment of the party having the difficulty.
- J. **Disclosure of Certain Relationships**. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, contractor, or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Town not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local

Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, a vendor or contractor represents that it follows the requirements of Chapter 176 of the Texas Local Government Code.

- K. **Purchase Orders**. A purchase order(s) shall be generated by the Town Director of Administrative Services or the assigned designee to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Town shall not be responsible for any workorders placed and/or performed, outside of this contract, without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- L. **Bid Security / Bond Requirements**. If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to Town, prior to commencement of any work pursuant to the contract provisions.
- M. **Funding**. Town is a home-rule municipal corporation operated and funded by an October 1 to September 30 basis, accordingly, Town reserves the right to terminate, without liability to Town, any contract for which funding is not available.
- N. **Taxes**. Town is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING**. Tax exemption certificates will be executed by Town and furnished upon request by the Finance Department.
- O. **Payment Terms**. Payment terms are Net 30 unless otherwise specified by Town in this document. Prompt payment discounts may be used by Town in determining the lowest responsible bidder.
- P. **Invoices**. Invoices must be submitted by the successful bidder to:

[TSPayables@hptx.org](mailto:TSPayables@hptx.org).

#### 4. **EVALUATION CRITERIA**.

- A. **Submission**. Bidders are requested to submit their proposal in accordance with the guidelines specified in this section and the specifications outlined in the RFP, however, should you wish to provide supplemental documents or information to support or clarify your proposal, you may do so in a separate document.

B. **Timeline.** The RFP will maintain the timeline order below; changes to the timeline order below will be amended by written Addendum.

1. Distribution
2. Pre-Submission Meeting
3. Submission of RFP-Related Questions
4. Written Response to Questions (*Written Addendum*)
5. Deadline for Proposal Submissions
6. Review and Evaluation of Proposals
7. Notification to Bidders
8. Contract Commencement

C. **Contents of Proposal.** Elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested (*via written Addendum*), the inclusion of corporate brochures and narratives should be sent separately from the Submission.

Bidders shall submit three (3) bound and tabbed copies and one electronic copy of the Proposal, with all accompanying schedules, appendices or addenda delivered in a sealed envelope to the mailing address listed on the title page of this RFP.

Proposals submitted after the closing time or that do not follow the requirements as set forth in this RFP may not be accepted and may be returned to the Bidder.

Amendments to a Proposal may be submitted if delivered in writing prior to the closing time, marked accordingly with the Bidder's name and the RFP title.

Proposals may be withdrawn by written notice only, provided such notice is received at the Town office prior to the closing date and time. Proposals shall be valid for 90-days from submission. Proposals should be submitted according to the RFP schedule on the required date.

Bidders are required to follow all formats included herein attaching any additional appendices that may be required. Proposals should be arranged as follows:

1. Title Page: The title page shall show the RFP Title, closing time and date, Bidder name, address, telephone number, contact email address and the name and title of the contact person(s).
2. Table of Contents: Page numbers should be indicated in addition to subject headings, any appendices, etc. Subject areas should be separated in a manner to clearly denote each related section of the Proposal.
3. Executive Summary: A short summary of the key features of the Proposal demonstrating the Bidder's understanding of the Scope of Services.
4. Proposal Forms: The Bidder shall complete and return with the Proposal any Proposal Forms included in this RFP in accordance with the instructions provided herein. This must be submitted within the provided format.
5. Contractor Background and Credentials. Proposal should include in summary form, background information regarding the experience and capabilities of the Bidder, including at a minimum the following information:
  - a. Summary of the history of your firm.
  - b. Ownership structure and date of inception.
  - c. Current organizational chart.
  - d. Memberships in trade organizations and professional accreditations and certifications.
  - e. Minority Business Enterprise / Women Business Enterprise ("MBE / WBE") compliance and/or Affirmative Action Plan (if any).
  - f. Names of and affiliated companies and their affiliation.
  - g. Profiles of key personnel and, resumes of personnel who will be directly involved in the management and supervision of your proposed services.
  - h. Provide three (3) references, from similar scoped projects. References at minimum shall include the Company Name, Contact Person, Contact Person Title, Project Scope Description, Contact Name Phone Number, Contact Name Email Address.
  - i. Summary of any special procedures / systems your firm utilizes which would be of direct benefit to either the property or Town.
6. Staffing Plan. The Proposal should include a Staffing Plan that describes the onsite / dedicated staff you will employ to provide services to support the properties, including at a minimum the following information:

- a. The number, titles, and job descriptions of personnel who will be associated with the performance of services included in your proposal.
  - b. Resumes of any known key personnel who will be assigned to the property (*including specific experience relevant to this RFP*).
  - c. Statement identifying if the proposed positions will be employees of the Bidder or through contracted services.
  - d. Time allocation of employees to the project.
7. Additional Service Capabilities. In addition to the normal services as described in the specifications section of the RFP outline additional services your company can provide relative to the parks and facilities. Include the pricing structure for these services.
8. Sample Invoicing. The Proposal should include a sample invoice the Town should expect if partial billing is selected. Please note the Town's invoicing requirements listed in this bid.

**D. Evaluation of Submissions.**

1. The following criteria will be considered during the evaluation process to select the Bidder best suited for each facility. This listing does not represent the order of importance of each factor:
- a. The ability of Bidder to provide the services outlined in this RFP.
  - b. Bidder's knowledge and understanding of the equipment and systems.
  - c. References provided by Bidder or from other clients.
  - d. Bidder's understanding and compliance of their Submission.
  - e. Cost of Services.
2. **THIS IS A BEST-VALUE BID.** Town shall evaluate each Submission on the following criteria, weighted below to show the relative importance for each criterion in considering the award of this Bid:
- |  |             |
|--|-------------|
| a. Price   | 40%         |
| b. Reputation ( <i>References and/or previous experience with the Town</i> ) | 30%         |
| c. Services Provided / Value Added / Responsiveness                          | 20%         |
| d. Sample Invoicing  | <u>10%</u>  |
| e. Grand Total – Evaluation Criteria   | <b>100%</b> |



E. **Submission Terms and Conditions.**

Notwithstanding any other provision in the Submission documents, Town has at its sole discretion, the unfettered right to:

- a. Accept any Proposal.
- b. Reject any Proposal.
- c. Reject all Proposals.
- d. Accept a Proposal, which is not the lowest priced Proposal.
- e. Reject a Proposal, even if it is the only Proposal received by the Town.
- f. Accept all or any part of a Proposal.
- g. Split the services between one or more Bidders if deemed necessary by Town or to exclude some services from the Award.
- h. Waive any and all technicalities to the benefit of the Town.

All Submissions of Proposals shall be irrevocable and remain open for acceptance for at least 90-days after the closing time, regardless of whether another Proposal has been accepted.

Any deviation from the requirements or the conditions specified in this RFP must be clearly marked as “***Deviations***” and placed in a separate section of the Bidder’s Proposal. Town will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Bidder’s Proposal, Town expects the Bidder to be in full compliance of the requirements and conditions stated herein.

A Proposal, which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to this RFP, may be rejected in whole or in part by Town at its sole discretion. Town may waive any non-compliance with the RFP, specifications, or any condition of anything required by the RFP and may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

## BID PROPOSAL FORM

### I: CHEMICAL APPLICATION SERVICES FOR TOWN PARKS AND FACILITIES

Bid Item	Location	Estimated SQ/FT	Frequency	Cost Per SQ/FT	Total Cost
<b>HERBICIDES</b>					
1	Spring Pre-Emergent Weed Control	1,382,000	2		
2.1	Spring / Summer Post-Emergent Weed Control: Broad Leaf on Turfgrass	926,000	1		
2.2	Spring / Summer Post Emergent Weed Control: Broad Leaf on St. Augustine Grass and Celebration Turf (36,000 sq/ft)	456,000	1		
2.3	Spring / Summer Post-Emergent Weed Control: Broad Leaf on Turf Grass	941,800	2		
2.4	Image for control of Nut Grass	--	1		
3	Fall Pre-Emergent and Post-Emergent Weed Control: Bermuda and St. Augustine Grass.	1,382,000	1		
<b>TURFGRASS FUNGICIDE CONTROL</b>					
4	Fungicide for control of brown patch: St. Augustine Grass	456,000	1		
5	Fungicide for control of Turf Grass	456,000	1		
<b>TURFGRASS INSECTICIDE CONTROL</b>					
6	Control of Grub Worms	132,000	1		
7	Tree & Shrub Insect / Disease Control	150,000	3		
8	Flower Bed Insect / Disease Control	20,000	3		
9	Fertilization and Micronutrients	50,000	5		
10.1	General Maintenance: Soil Test	50,000	1		
10.2	pH Adjustment	50,000	2		
10.3	Subdue Phytophthora Control	50,000	2		
11	Horticultural Oil	50,000	2		
<b>TURFGRASS FERTILIZATION</b>					
12	Turfgrass Fertilization	1,382,000	4		
<b>SHRUBS</b>					
13	Shrubs	150,000	2		
<b>HORTICULTURAL OIL</b>					
14	Horticultural Oil	All Pecan Trees	2		
<b>COLOR FERTILIZATION</b>					
15	Color Fertilization	20,000	8		

Bid Item	Location	Estimated SQ/FT	Frequency	Cost Per SQ/FT	Total Cost
<b>TOLLWAY ROAD GROUNDCOVER BED WEED CONTROL</b>					
16	DNT Groundcover Bed Weed Control	56,175	2		
<b>ANT CONTROL</b>					
17	Ant Control	1,382,000	2		
18	GRAND TOTAL	--	--	--	

## **II: ANNUAL RATE ESCALATION DURING PRIMARY TERM.**

- A. Escalation Clause. Should market conditions prevail which dictate an increase, the successful bidder may submit documentation requesting permission to increase pricing one time per year, no later than July 31 each year under the Primary Term of the Contract. Escalation may only occur at the time written notice is provided to Town by the specified date and will only be valid upon successful bidder obtaining the written approval of Town. Requests for price adjustments on an annual basis must be solely for the purpose of accommodating an increase in the successful bidder's costs, not profit.

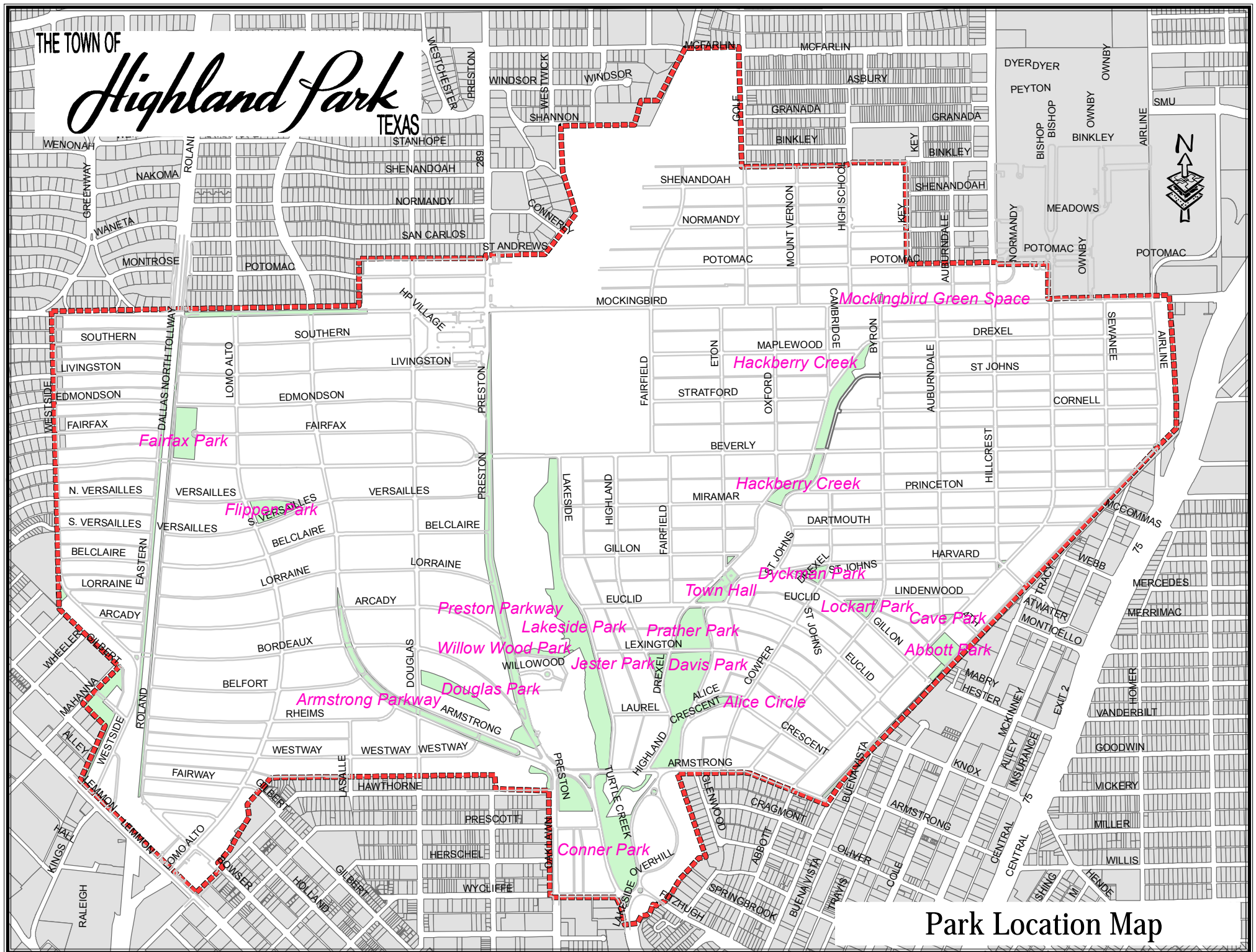
Bidders shall identify in this proposal their anticipated percentage of escalation during the Primary Term. The percentage identified will be a maximum value. In addition, the percentage proposed will be a factor in determining the Best Value for the Town. It is the average price over the period of the Primary Term that will be the price factor considered in the evaluation of the proposals. Proposals with negative or no escalation shown will be considered as 0% escalation over the duration of the Primary Term.

- B. ANTICIPATED MAXIMUM VALUE, ANNUAL ESCALATION FOR SECOND YEAR OF PRIMARY TERM:**

\_\_\_\_\_ %

- C. ANTICIPATED MAXIMUM VALUE, ANNUAL ESCALATION FOR FINAL YEAR OF PRIMARY TERM:**

\_\_\_\_\_ %



### **III: RATE ESCALATION, EXTENSION BY RENEWAL TERM(S).**

- A. Escalation Clause. If approved by Town in writing, the successful bidder shall modify the rates charged to the Town to reflect any changes shown in the comparative statement delivered to the Town. This modification shall be proposed by the successful bidder at the time written notice of extension of the Contract by exercising one or more of the Renewal Terms is provided by the Town. The Town shall have authority, in its reasonable discretion, to determine the validity of any changes to the successful bidder's rates. The maximum increase allowed under this provision shall be three percent (3%) per year. The baseline hourly rate for the Renewal Terms shall be the approved hourly rate, including escalation approved by the Town, for the third year of the Primary Term.

Town cannot exercise the option to extend the Contract by one or more Renewal Terms unless the bidder completes Section II of the proposal requesting the anticipated percentage of annual escalation as specified in Section II(B) and Section II(C) above.

## TOWN OF HIGHLAND PARK CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Highland Park shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage except for workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town, a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

### Type of Contract

Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (*including death*) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage.

Statutory Workers compensation insurance as required by state law.

*(If the contractor serves alcoholic beverages)* Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

*(If high risk or dangerous activities)* Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars.

*(If automobile or limousine service is involved even if volunteers).*

	Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	<p>General Liability insurance for personal injury (<i>including death</i>) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (<i>If high risk or dangerous activities</i>) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by state law.</p>
Professional Services	<p>Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.</p> <p><i>(If size or scope of project warrant)</i></p> <p>Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by State law.</p>





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ABC Insurance Brokerage 1234 Drexel Drive Highland Park, Texas 75205	CONTACT NAME: John Smith PHONE (A/C, No. Ext): 214-555-9999 FAX (A/C, No.): 214-555-9898 E-MAIL: johnsmith@abcinsurance.com ADDRESS:
INSURED	Your Company Name Here Address of Insured Address of Insured	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
		X	987654	04/05/2019	04/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS		123456	04/05/2019	04/05/2020	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA)	N/A	123456	04/05/2019	04/05/2020	PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Highland Park, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER	CANCELLATION
Town of Highland Park 4700 Drexel Drive Highland Park, Texas 75205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF \_\_\_\_\_ §

THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (*Check all that apply*):

\_\_\_\_\_ Ownership of ten percent (10%) or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

\_\_\_\_\_ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ None of the above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOVT. CODE, as amended, is a member of a public body which acted on the contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form TCG 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE, CHAPTER 2271

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: \_\_\_\_\_

Print Name of Person: \_\_\_\_\_

Signing, Title, and \_\_\_\_\_

Company \_\_\_\_\_

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

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2271.002. Provision Required in Contract

Effective: September 1, 2019

A governmental entity may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**The following definitions apply:**

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint-venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this State.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

**Contract Identifier: Request for Proposal, Chemical Application Services 2022-10**

**Department: Development Services Department**

Form TCG 2252  
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Company hereby verifies the following:

1. Company does not engage in business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Company is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

**SIGNED BY:** \_\_\_\_\_

**Print Name of Person:** \_\_\_\_\_  
**Signing, Title, and Company** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

STATE OF TEXAS       §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2252.152. Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization.

Effective: September 1, 2017

A governmental entity may not enter a governmental contract with a company that is identified on a list that is prepared, maintained, and made available to each governmental entity by the comptroller, said list including companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**The following definitions apply:**

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

**Contract identifier:**    Request for Proposal, Chemical Application Services 2022-10  
**Department:**        Development Services Department

## **Addendum No. 1**

Chemical Application Services 2022 – 10

**Please acknowledge this addendum by writing Addendum 1 and signature on front of bid submittal.**

1. Section 2.A.10.A Seasonal Color Fertilization (pg. 5)  
**8-Each instead of 12-Each – Liquid fertilization to seasonal color beds. A slow – release fertilizer may be required for longer show of perennials.**
2. Bid Proposal Form I – 2.4 Image Control for Nut Grass (pg. 16)  
**No sq. footage, as needed service.**
3. Section 2.A.9 Horticultural Oil (pg. 5)  
**Applied to Live Oak and Crape Myrtle trees around Town Hall and to the Pecan Tree on Armstrong Parkway.**
4. Bid / Performance Bonds: Are any bonds required in this RFP? If so for what % or amount of the proposal are required?  
**Answer: No bonds are required in this RFP.**

**Request for Proposals  
Chemical Application Services 2022-10  
Bid Tabulation**

		Bidder 1 - GroGreen		Bidder 2 - SRH Landscapes	
Bid Item	Location	Cost Per SQ/FT	Total Cost	Cost Per SQ/FT	Total Cost
HERBICIDES					
1	Spring Pre-Emergent Weed Control	0.025	\$ 6,900.00	0.0035	\$ 9,674.00
2.1	Spring / Summer Post-Emergent Weed Control: Broad Leaf on Turfgrass	inc	inc	0.0028	\$ 2,592.00
2.2	Spring / Summer Post Emergent Weed Control: Broad Leaf on St. Augustine Grass and Celebration Turf (36,000 sq/ft)	inc	inc	0.0028	\$ 1,276.00
2.3	Spring / Summer Post-Emergent Weed Control: Broad Leaf on Turf Grass	0.00053	\$ 1,000.00	0.0028	\$ 5,274.00
2.4	Image for control of Nut Grass	inc	inc	0.5	
3	Fall Pre-Emergent and Post-Emergent Weed Control: Bermuda and St. Augustine Grass.	0.00177	\$ 2,450.00	0.0035	\$ 4,837.00
TURFGRASS FUNGICIDE CONTROL					
4	Fungicide for control of brown patch: St. Augustine Grass	inc	inc	0.015	\$ 6,840.00
5	Fungicide for control of Turf Grass	inc	inc	0.015	\$ 6,840.00
TURFGRASS INSECTICIDE CONTROL					
6	Control of Grub Worms	0.00568	\$ 750.00	0.017	\$ 2,244.00
7	Tree & Shrub Insect / Disease Control	0.00283	\$ 1,275.00	0.015	\$ 6,750.00
8	Flower Bed Insect / Disease Control	inc	inc	0.015	\$ 900.00
9	Fertilization and Micronutrients	0.0136	\$ 3,400.00	0.004	\$ 1,000.00
10.1	General Maintenance: Soil Test	inc	inc	flat fee	\$ 225.00
10.2	pH Adjustment	inc	inc	flat fee/475	\$ 950.00
10.3	Subdue Phytophthora Control	0.0136	\$ 1,360.00	0.023	\$ 2,300.00
11	Horticultural Oil	0.0136	\$ 1,360.00	0.01	\$ 500.00
TURFGRASS FERTILIZATION					
12	Turfgrass Fertilization	0.00174	\$ 9,600.00	0.005	\$ 2,764.00
SHRUBS					
13	Shrubs	0.00433	\$ 1,300.00	0.003	\$ 900.00
HORTICULTURAL OIL					
14	Horticultural Oil	flat rate	\$ 700.00	flat fee 375	\$ 750.00
COLOR FERTILIZATION					
15	Color Fertilization	0.03	\$ 4,800.00	0.004	\$ 640.00
TOLLWAY ROAD GROUNDCOVER BED WEED CONTROL					
16	DNT Groundcover Bed Weed Control	0.00427	\$ 480.00	0.013	\$ 1,460.00
ANT CONTROL					
17	Ant Control	0.00105	\$ 2,900.00	0.0051	\$ 14,096.00
18	GRAND TOTAL	\$ 38,275.00		\$ 97,688.00	
2nd year escalator		0%		3%	
3rd year escalator		0%		3%	



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: December 6, 2022

Department: Department of Public Safety

Presenter: Paul Sandman

---

### **TITLE**

Review, discuss, and consider approval of the continuation of an interlocal agreement with the Highland Park Independent School District to provide funding for School Based Law Enforcement officers at Armstrong Elementary School and Bradfield Elementary School.

### **BACKGROUND**

The Town of Highland Park's ("Town's") Fiscal Year 2022 Operating Budget provides funding for two School Based Law Enforcement ("SBLE") officers who are employees of and are supervised by the Highland Park Independent School District (the "District"). The purpose of the interlocal agreement (the "Agreement") is to provide SBLE officers at Armstrong Elementary School and Bradfield Elementary School (the "Schools") during defined time periods, as well as, maximize a law enforcement presence on the two campuses. Due to recent and changing events concerning school safety, the Director of Public Safety and the HPISD Chief have revised the content of the ILA to concentrate the focus of maximizing a police presence on the grounds of Armstrong and Bradfield elementary during normal school hours when students are present. SBLE officers will continue to have complimentary access to such Town facilities as its classroom and gun range areas. While renewable annually, the Agreement is for a one-year period, and subject to cancelation with provisions for written notice.

The Agreement was drawn from the current school crossing guard agreement between the Town, the District, and the City of University Park (the "City"); the Town has budgeted \$200,000 this year. The Agreement is complimentary to other collaborative partnerships with the District and the City, such as the DARE-SRO programs (\$53,000 budgeted by the Town this year).

Consistent with the Town Council's direction during the initial development of the program, the Agreement provides for the Town to fund the salary and related benefits for the two SBLE officers. In addition, the Agreement provides for the Town to provide two used patrol vehicles annually, with the District responsible for their cost of operation, insurance, and maintenance.

### **RECOMMENDATION**

Staff recommends the continuation of the revised agreement with the District.

### **FINANCIAL IMPACT**

The FY 2022-2023 proposed budget provides \$200,000 for the two current SBLE officers.

### **ATTACHMENTS:**

**File Name**

**Description**





**INTERLOCAL COOPERATION AGREEMENT  
FOR JOINT PROVISION OF SCHOOL-BASED LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement ("Agreement") is entered into on October 15, 2019, between the Highland Park Independent School District ("District") and the Town of Highland Park, Texas ("Town").

**BACKGROUND**

- The Texas State Legislature has authorized the use of interlocal cooperation agreements between governmental entities for the provision of governmental services and functions.
- This Agreement is made under the authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is related to the joint authority and responsibility for the District and the Town to provide certain public safety services to ensure the safety of District students, staff, visitors, and campuses.
- The District and Town find that the performance of this Agreement is in their common public interest, and that the services provided pursuant to this Agreement will benefit the citizens of the District and the Town.
- The parties, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, will make payments only from current revenues legally available to such party.

**AGREEMENTS**

**I. Purpose**

The purpose of this Agreement is to provide school-based law enforcement ("SBLE") services ("Services") for the various District campuses for the 2019-2020 school year (September 1 thru August 31). The District and Town agree that it is to their mutual benefit and the benefit of their citizenry to enter into this Agreement. The health, safety, and welfare of the students and staff of the District and the citizens of the Town will be benefited.

**II. Term**

The initial term of this Agreement will start on September 1, 2019 and end on the last day of the District's 2019-2020 school year. Thereafter, this Agreement shall be automatically renewed for additional one-year terms upon the mutual approval of the parties unless either party notifies the other at least ninety (90) days prior to its expiration. This Agreement cannot be terminated during the District's school year.

After the first anniversary of this Agreement, either the District or the Town may cancel this Agreement by giving the other party thirty (30) days written notice of cancellation at the address listed below. If this Agreement is terminated prior to the end of any Agreement year, the Town shall be entitled to a reimbursement of the proportionate share of the Town's annual contribution as of the effective date of the Agreement's cancellation.

### **III. Services Provided by District**

- A. The District will provide two (2) certified Peace Officers as District employees ("SBLE Officers") to provide the Services. Except for the Town's monetary contributions provided for in Article V. below, the District shall bear all costs for the salary, over-time, benefits, insurance (liability, unemployment, and worker's compensation), clothing, equipment, firearm(s), office space, safety gear, radio, training and incidental expenses such as travel, promotional items, and other similar materials at the full cost to the District. For purposes of this Agreement, it is expressly understood and agreed that the Town will fund only for year one the associated costs for clothing, firearms, and personal safety gear.
- B. The primary function of the SBLE Officers shall be to protect the safety of students, faculty, and visitors, to provide campus security, investigate criminal offenses, and plan and participate in law enforcement operations designed to prevent juvenile delinquency.

Specific Duties of the SBLE Officers shall include, but not be limited to, the following:

- a. Monitoring access to the school grounds and assisting in limiting access to the school grounds to authorized persons only.
- b. Providing police protection of school property, personnel, and students;
- c. Patrolling District property during school hours;
- d. Answering calls for assistance from school officials;
- e. Investigating criminal acts committed by and to juveniles on and off school grounds and serving as liaison between the District and the Town's Department of Public Safety and other agencies of the juvenile justice system as determined by the Chief, or his designee;
- f. Making and preparing reports and documentation on criminal activities;
- g. Making court appearances as necessary, related to events occurring within the officers' jurisdiction as addressed herein;
- h. Answering calls and assisting with the facilitation of dispute resolution between students, students and school authorities and parents and school authorities;
- i. Being available as a resource person to teach, lead a discussion, or offer information on topics on which the officer has special competence due to law

- enforcement training;
  - j. Providing a high visibility crime deterrent on District property in order to effectively promote security and order in the schools;
  - k. Attempting to detect and identify the early signs of deviant behavior;
  - l. Supporting student adherence to the District's Student Code of Conduct;
  - m. Assisting with traffic control and direction at assigned campuses during times determined by the District.
- C. The District will provide at its sole cost required training for the SBLE Officers to include the following: training on the application and requirements of District operations; confidentiality of student records and information under the Family Education Rights and Privacy Act (FERPA); crisis prevention training (CPI); and other trainings or meetings deemed necessary by the District and beneficial to the SBLE Officers or as required by law. Nothing contained herein shall restrict an SBLE Officer's method of response during investigations of criminal activity or response to behavior that violates criminal laws or threatens the safety of a student or others.
- D. The District shall deploy the SBLE Officers, one each, to the District's Armstrong and Bradfield Elementary School campuses. The District Police Chief will maximize each SBLE Officer's presence in their assigned school during all normal school hours that students are present, including but not limited to student arrival times, student dismissal times and early release. The District Chief will minimize any SBLE Officer's absence from campus while students are present. It is a permissible exception to SBLE Officers being on campus during normal school hours for public safety emergencies. It is also permissible for SBLE Officers to be off campus during normal school hours for the following limited circumstances. Those limited circumstances shall include law enforcement investigations that require a police officer's actual and urgent presence, State required training that cannot be feasibly accomplished at other times, or compelling logistic operations that need immediate attention and cannot feasibly be accomplished at other times. Such compelling logistical operations may include, but are not limited to, getting a police vehicle operational, switching out non-functioning police radios, etc.

When an SBLE Officer is absent from their assigned campus for a period of more than an hour, during school hours, on a day that the school is in session, the District Police Chief will make reasonable efforts to promptly notify the Town's Police Chief and provide a detailed explanation for such absence. Whenever possible such notice shall be provided as far in advance as is reasonably possible. The District Police Chief and the Town's Police Chief shall collaborate in order to insure compliance with the requirements and limitations of this Agreement. Upon receipt of such notice of an SBLE Officer being away from their campus, the Town's Police Chief will make reasonable efforts to provide a

police presence for the campus. At minimum, a Town police officer will be present on campus during student arrival, dismissal, and early release times. The Town will work to provide a police presence either on campus or the immediate area dependent on current Town staffing and policing priorities.

- E. The campus principal, or his/her designee, shall promptly dial 9-1-1 to report any emergency.
- F. In addition to the Town providing police officers, when available, the District shall also deploy, during normal school hours, the SBLE Officers to the District's Armstrong and Bradfield Elementary School campuses for events that require law enforcement presence for security, including all events where numerous visitors are scheduled to be on campus.
- G. Otherwise and during any emergency event the deployment of the SBLE Officers shall be at the sole discretion of the District.
- H. The District shall be responsible for insuring and paying the associated costs for the two (2) patrol units, along with the fuel, maintenance, oil, and repairs (other than those covered under the unit's manufacturer's warranty).

#### **IV. Prohibited Use of Educational Records**

The parties recognize and agree that the SBLE Officers will at all times comply with the Family Educational Rights and Privacy Act and the regulations thereunder ("FERPA") and will not use any educational records (as that phrase is defined in DISTRICT Policy FL (Legal) and (Local) and by FERPA) or the information contained therein in connection with any police activities without first obtaining the consents or authorizations required by FERPA.

#### **V. Town Contributions**

A. The Town will pay the District the actual costs provided in III-A, but not to exceed \$200,000. In addition, the Town shall fund the first- year gear costs as provided for in Section III.A. above (not to exceed an additional \$10,000) unless otherwise agreed to in writing for each year of this Agreement as a contribution toward the cost of the Services. Said payments shall be made annually within thirty (30) days of execution and the anniversary of this Agreement. In the initial year of the Agreement, the District shall reimburse the Town the prorated reimbursement of any excess payment by August 31, 2020.

B. During the term of this Agreement the Town will rent / lease two (2) law enforcement patrol unit vehicles ("Vehicles") from its annual fleet rotation. The District will be responsible for the applying of its logo and insignia and equipping the patrol unit vehicles with radio communications equipment.

No alterations, additions or improvements to the Vehicles shall be made without the prior written consent of the Town, except for the replacement of parts for original parts which were installed in the Vehicles at the time the District took possession of the Vehicles. Except for meal and/ or work breaks, the Vehicles shall not be used for personal use (such as commuting to and from work) by the Officers, unless approved prior to in writing by the Town.

The Town and its agents and employees shall not be liable to the District, or its agents or employees for any injury to persons or damage to property which results in whole or in part due to the operation of the Vehicles by unauthorized users or the District's failure to secure the Vehicles, make required repairs or maintain those items which are the District's responsibility to repair and maintain as set forth in this Agreement.

The District shall submit proof of insurance for said Vehicles with no less than state-required minimum coverage and which shall name the Town as an additional insured. Such coverage shall be effective from the date this Agreement is entered into and shall be maintained throughout the term of this Agreement or until such time this Agreement is terminated under the terms set forth herein. Title of the Vehicles are held and retained by the Town.

C. The Town will provide, at no cost to the District, training opportunities to the SBLE Officers provided for hereunder, using the Town's gun ranges and classroom training (where no cost is associated) on an as-available basis. The District shall maintain all training records and ensure compliance with all TCOLE requirements for the SBLE Officers.

## **VI. Payment Schedule**

Payment for Services shall be made to the District by the Town annually. The District will submit a bill for the Advanced Payment to the Town, not sooner than September 1, and payment will be due by the Town not later than sixty (60) days later.

## **VII. Scheduling**

The Town will provide police officers, at no charge, to act as substitute SBLE Officers if the District is unable to promptly provide replacement personnel. The Town's police officers will provide such services only during the arrival and dismissal time periods provided in Section III, D.

### **VIII. General Requirements**

- A. *Immunity:* Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. The parties expressly understand and agree that by entering into this Agreement, neither the District nor the Town waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its governmental powers and functions.
- B. *Insurance:* During the term of this Agreement, the District agrees to obtain and maintain, as part of the cost of providing the Services, general liability insurance naming the Town as an additional insured with respect to the District providing the Services. The District will furnish the Town with a certificate of insurance in accordance with this paragraph within sixty (60) days from the date of execution of this Agreement. Cost for the certificate of insurance will be included in the amount of expense paid by the District. Nothing in this Agreement will be construed to grant any third-party rights or waive the governmental or public purpose of the provision of the police service described in this Agreement. The Town may also have its own insurance, at its own expense, for any potential liability for such services.
- C. *Third Parties:* This Agreement does not create any third-party beneficiaries. Nothing in this Agreement shall be construed to create, expand or form a basis for liability to any third party under any theory of law against the District or the Town.
- D. *Notice:* Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to District:

Superintennnt  
Highland Park Independent School District  
7015 Westchester Drive  
University Park, Texas 75205

If to the Town:

Town Administrator (with copy to Director of Public  
Safety) Town of Highland Park  
4700 Drexel Drive  
Highland Park, Texas 75205

- E. *Management Authority:* During the term of this Agreement District agrees to provide adequate supervision and oversight of the Contract.
- F. *Accountability:* District agrees to furnish upon the request of the Town copies of reports of daily activity of the SBLE Officers. District also agrees to furnish upon the request of the Town any and all aggregate or statistical information created by District to document, track, or report activities of the SBLE Officers.
- G. *Claims Against Parties:* Each party shall be responsible for defending or disposing of all claims arising against the respective party as a result of the Services provided pursuant to this Agreement.
- H. *Mediation:* In the event that the parties to this agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy (including suit in any court or arbitration), the parties agree to participate in good faith in a full day of non-binding mediation, assisted by a trained neutral mediator.
- I. *Severability:* In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained in this Agreement.
- J. *Authority:* The signatories to this Agreement are authorized to execute this contract on behalf of the parties, and each party certifies to the other, that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- K. *Entire Agreement:* This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.



L. *Applicable Law:* This Agreement is governed by the laws of the State of Texas and venue of any action brought to enforce the terms hereof shall lie exclusively in Dallas County, Texas.

M. *Legal Construction:* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

N. *Execution:* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**Attest:**

**Highland Park Independent School District**

By: \_\_\_\_\_  
Byrce Benson  
Board of Trustee Secretary

By: \_\_\_\_\_  
Thomas Trigg  
Superintendent of Schools

**Approved as to form**

By: \_\_\_\_\_  
William L. Banowsky  
School District Attorney

**Attest:**

**Highland Park Independent School District**

By: \_\_\_\_\_  
Joanna Mekeal  
Town Secretary

By: \_\_\_\_\_  
William C. Beecherl  
Mayor

**Approved as to form:**

By: \_\_\_\_\_  
Matthew C.G. Boyle  
Town Attorn



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: December 6, 2022

Department: Engineering

Presenter: Lori Chapin, P.E.

---

### **TITLE**

Review, discuss, and consider approval of a Master Interlocal Agreement with Dallas County Road and Bridge to qualify for funding for improvements and/or maintenance on designated roadways.

### **BACKGROUND**

The Town of Highland Park (the "Town") partners with Dallas County on many projects related to street maintenance and construction. Dallas County is renewing its Road and Bridge Master Interlocal Agreements with local communities. The Town received notice from Dallas County regarding the renewal on October 19, 2022. The Town's agreement with Dallas County will expire on December 31, 2022.

The new agreement is set to expire on December 30, 2027, allowing Dallas County to provide partial funding for eligible projects within the Town.

### **RECOMMENDATION**

The agreement has been reviewed by the Town Attorney and staff recommends approval.

### **FINANCIAL IMPACT**

None.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Dallas_County_R_B_ILA_-_Town_of_Highland_Park.pdf	Dallas County Road & Bridge Master ILA

**MASTER INTERLOCAL AGREEMENT  
BETWEEN DALLAS COUNTY AND THE TOWN OF HIGHLAND PARK  
PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED  
IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN  
DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL  
LIMITS OF THE TOWN OF HIGHLAND PARK**

This Master Interlocal Agreement is made by and between Dallas County, Texas, hereinafter (“County”) and the Town of Highland Park, Texas, hereinafter (“Town” refers to the applicable Town, which is a party to this Master Interlocal Agreement) acting by and through their duly authorized representatives and officials, which desire to enter into an Interlocal Agreement, hereinafter (“Master Agreement”) for the purpose of transportation improvements and/or maintenance on roads inside Dallas County.

**WHEREAS**, pursuant to Court Order \_\_\_\_\_, dated \_\_\_\_\_, County Commissioners Court approved participation in transportation projects within the Town of Highland Park;

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, the County and the Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type A” roadways and bridges, which are situated within the unincorporated portions of the County that are on public right-of-way;

**WHEREAS**, the County and the Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the Town;

**WHEREAS**, the County and the Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” roadways, which are situated wholly within the territorial limits of the Town;

**WHEREAS**, the County and the Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the Town retaining and authorizing the County, through its Road & Bridge forces, to improve and/or maintain various “Type E” roadways, alleys, streets, bridges and drainage facilities, which are situated wholly within the territorial limits of the Town;

**WHEREAS**, the County and the Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the Town authorizing and retaining the County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair; cleaning and clearing of drainage culverts;

roadway debris removal; and the like, which services do not fall squarely within the purview of “Type B” or “Type E” roadway projects, such projects are to be performed on or about public roadways and alleyways, which are situated wholly within the territorial limits of the Town; and

**WHEREAS**, this collaboration between the County and the Town is consistent with the County’s Administrative Plan as the County is a proactive regional partner in that it fosters partnerships between the County and local cities therein on local transportation projects. This collaboration between the County and the Town is also consistent with the County’s Vision Statement to improve people’s lives.

**NOW THEREFORE, THIS MASTER AGREEMENT** is hereby made and entered into between the County and the Town for the mutual consideration stated herein:

### **ARTICLE I. PURPOSE**

Town has requested in the past, and will likely request in the foreseeable future (1) that the County provide funding of certain roadway and/or bridge improvements and/or maintenance projects (“projects”) within the unincorporated portions of the County that are on public right-of-way, which projects shall be duly qualified “Type A” Roadway Projects; (2) that the County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the Town’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (3) that County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the Town’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (4) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the Town’s street system, which projects shall be duly qualified “Type E” Projects on streets, alleys, roads, bridges and drainage facilities for the Town; or (5) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the Town’s streets, alleys, and roads, which do not fall squarely within the collaborations contemplated by the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the Town to undertake one or more of these transportation-related improvements and/or maintenance projects upon public roadways that are situated wholly within the incorporated and territorial jurisdiction of the Town, said roadways being of significance and benefit to the County.

Each roadway improvements and/or maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement hereinafter (“PSA”) and shall be approved by specific order of the Commissioners Court of Dallas County, as well as the governing body of the Town.

Projects undertaken pursuant to this Master Agreement are for the benefit of the Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the Town and the County that any person or entity, other than the Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in

cases of national, state, or local emergencies or natural disasters. See Tex. Gov't Code Ann. § 791.027 (West 1991). See also Dallas County Code Chapter 102, Section 102-5 (e) regarding minor maintenance in response to emergency road conditions or for purposes of natural disaster relief requested by other governmental jurisdictions.

## **ARTICLE II. DEFINITIONS**

The following definitions for the types of roads listed below are incorporated by reference into this Master Agreement for all purposes.

1. Type A: Improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way. This includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the County and accepted by the Commissioners Court.
2. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments and Dallas County Mobility Plan will be used as a guide to determine which thoroughfares are of major cross-county importance.
3. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
4. Type E: Improvements and maintenance of streets, alleys, roads, bridges, and drainage facilities for a local governmental entity as defined under Chapter 791 of the Tex. Gov't Code Ann. (West 1999).

## **ARTICLE III. PERIOD/TERM OF THE MASTER AGREEMENT**

This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date"). This Master Agreement shall expire December 31, 2027, unless terminated in accordance with Article IV. of this Master Agreement.

## **ARTICLE IV. TERMINATION AND FORCE MAJEURE**

### **A. TERMINATION**

- a. This Master Agreement may be terminated by any of the following conditions:
  1. By expiration of the Period/Term of the Master Agreement.

2. By either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII., Paragraph E. of this Master Agreement.
- b. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- c. Provisions a. through c. of this Article IV, Section A, shall survive the termination of this Master Agreement.

#### **B. FORCE MAJEURE**

Neither County nor Town shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possibly give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B, shall survive the termination of this Master Agreement.

#### **ARTICLE V. IMMUNITY AND LIABILITY FOR ACTS AND OMISSIONS**

**County and Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and Town agree that both County and Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any governmental/sovereign immunity available to the County or the Town or their respective officials, officers, employees or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including governmental/sovereign immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V. shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.**

## **ARTICLE VI. TOWN'S FUNDING CONTRIBUTION**

For "Type A" projects, the Town shall be responsible for zero percent (0%) of the funding and payment for the roadway and/or bridges improvements and/or maintenance services.

For duly qualified "Type B" and "Type C" projects contemplated hereunder, the Town shall be responsible for the total funding and payment for the roadway improvements and/or maintenance services, less any amounts contributed by the County, which contributions, if any by the County, may not exceed fifty percent (50%) of the actual total project costs, and may be made through commitment of financial resources or in-kind services, i.e., use of County's labor, equipment and/or materials.

For "Type E" projects and all other projects contemplated hereunder, the Town shall be responsible for one hundred percent (100%) of the funding and payment for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

Pursuant to § 791.011(d)(3) of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. All expenditures herein undertaken by the Town and/or the County for the performance of these governmental functions or services shall be made from current revenues available to them.

## **ARTICLE VII. TOWN'S OBLIGATIONS**

Prior to the commencement of any project hereunder, the Town shall clearly detail the location and type of project, along with the scope and nature of the services to be performed in a document other than an interlocal agreement ("Master Agreement"). Should the Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the Town. Before any such work commences on a project, the Town and the County must have a clear and mutual understanding of the scope of services and/or funding to be provided by the County and the Town, describe the type of project to be undertaken; identify the project's location; the costs associated with such project; and be approved by the Commissioners Court of the County. Said mutual understanding between the County and the Town shall be evidenced by written documentation in a document other than the interlocal agreement, i.e., in a Project Specific Agreement, which shall only be binding once approved by the Commissioners Court of County and the governing body of the Town. The County may not accept, and the Town may not offer payment for a project undertaken without approval of the Commissioners Court of the County and the governing body of the Town and shall only be binding once approved by the County and the governing body of the Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, once approved by the Commissioners Court of the County and immediately upon the County's commencement of work duly authorized by them, the Town shall set aside, segregate

and escrow for the County's benefit, the total estimated amount of the project for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed improvements, maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. Town agrees to accomplish these functions, if required by the project under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

Town agrees to comply with Chapter 251 of the Tex. Transp. Code Ann. (West 1995) and the current Dallas County Code, (1-19-2021, Chapter 102 Road and Bridge District, Article III, Section 102-71 through Section 102-107, regarding road/street names/address policy and guidelines. This Master Agreement references the most current edition of the Dallas County Code. Amendments, updates, additions, or supplements may be issued by Dallas County, which may be provided to the town on an as-needed basis, during the term of this Master Agreement.

## **ARTICLE VIII. COUNTY'S CONTRIBUTION**

For all projects contemplated hereunder, the County shall contribute as follows:

1. For "Type A" roadways and bridges, the County shall be responsible for one hundred percent (100%) of the funding and payment for the roadway and bridges improvements and/or maintenance services.
2. For all duly qualified "Type B" and "Type C" roadway projects, the County shall contribute an amount not to exceed fifty percent (50%) of the total actual project costs, which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
3. For "Type E" roadway projects and all other duly qualified projects, the County's



contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the Town's, or another funding source's, expense at one hundred percent (100%).

#### **ARTICLE IX. COUNTY'S OBLIGATIONS**

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocols set forth in Article I. as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the Town and formal approval by the governing body of each party. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the Town or the County, the County shall immediately bring same to the attention of the Town, and await direction and guidance from the Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the Town, and such delay shall not constitute a material breach of this Master Agreement.

#### **ARTICLE X. FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of Town funding for each item and obligation contained herein. County shall have no right of action against the Town as regards this Master Agreement, specifically including any funding by Town of the Project in the event that the Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the Town, at its sole discretion, may provide funds from a separate source or terminate this Master

Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

#### **ARTICLE XI. ORPHAN ROAD POLICY**

- A. Orphan road shall mean all or part of a street or road right-of-way, which is outside the incorporated limits of a municipality/municipalities and the incorporated area of the municipality/municipalities abuts or extends into the right-of-way. Type “A” improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way, which includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the county and accepted by the County’s Commissioners Court. These roadway segments have, in effect, been “orphaned” by the abutting Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.
- B. The County encourages all Cities adjacent to orphan roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- C. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in Cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for road and bridge district participation in funding (“Type B” work). Such preference may also be given in approving projects for funding in the County’s major capital improvement program (“MCIP”).
- D. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a city that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City’s election not to pursue annexation.
- E. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to the Regional Thoroughfare Plan for North Central Texas Council of Governments and the Dallas County Mobility Plan designation and City cost participation).
- F. This policy application is prospective, and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be

impacted by this policy.

- G. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- H. The Director of the County's Public Works Department shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works Department by the cities as required by Tex. Loc. Gov't Code, § 242.001(c).
- I. The provisions of this Article XI of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 1-19-2021).

## **ARTICLE XII. SMALL WATERSHED DAMS**

Small watershed dam/dams shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city/town abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in road and bridge district projects or MCIP projects in a Town that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the Town's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the Town's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XII shall survive the termination of this Master Agreement.

### **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

A. **Applicable Law and Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the Town shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the Town's governmental and/or sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If one or more provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

D. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the Town. Any supplement or amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from the Commissioners Court of the County or a Resolution from the Town Council.

E. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Director of Public Works  
Records Building  
500 Elm Street, Suite 5300  
Dallas, Texas 75202

**TOWN:**

Lori Chapin  
Director of Engineering  
4700 Drexel Drive  
Highland Park, Texas 75205

Either party may change its address for notice by giving the other party written notice thereof.

- F. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- G. **Headings.** The headings and titles used herein are for sake of convenience only and are not intended to affect the interpretation or construction of such provisions.
- H. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.
- I. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.
- J. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.
- K. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- L. **Effective Date.** This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the “Effective Date”).
- M. **No Joint Enterprise/Venture.** Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the Town and County.
- N. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Commissioners Court of Dallas County and the governing body of the Town of Highland Park, Texas.

*(The remainder of this page intentionally left blank)*



The Town of Highland Park, State of Texas, has executed this Master Agreement pursuant to duly authorized Town Council Action on the \_\_\_\_ day of \_\_\_\_\_, 2022.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**TOWN OF HIGHLAND PARK:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
BILL LINDLEY  
TOWN ADMINISTRATOR

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

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

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

**ATTEST:**

\_\_\_\_\_  
TOWN SECRETARY

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:\***  
JOHN CREUZOT  
DISTRICT ATTORNEY

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: December 6, 2022

Department: Town Secretary

Presenter: Joanna Mekeal

---

### **TITLE**

Review and discuss the 2023 Town Council meeting schedule.

### **BACKGROUND**

This agenda item is provided as an opportunity for the Town Council to review the meeting schedule for the year 2023. Section 2.09 of the Town Charter requires at least one regular Council meeting each month. In addition, the Town Charter provides that the Town Council may schedule other meetings as desired.

Currently, the Town Council schedules its regular meeting dates at 8:00 a.m. on the first and third Tuesday of each month. This meeting is immediately followed by the study session for discussion, review of future agenda items, and staff reports. Based on past years, the Town Council has not met during the week of HPISD's spring break holiday in March. Due to the holidays, the Town Council historically schedules only the first meeting of the month in November and December. In 2023, the 4th of July holiday is on the first Tuesday of the month; therefore, there will be only 1 meeting (July 18th) in the month of July.

During the meetings, the Mayor convenes the Town Council in the Council Chamber for the regular portion of the agenda, and following a brief intermission, resume with the study session portion of the agenda in the Map Room (Executive Conference Room).

Tuesday morning meetings allow residents to attend a Town Council meeting prior to the start of the work day. The morning time may also provide greater flexibility for residents and Town Council Members to manage their travel schedules and work days.

### **RECOMMENDATION**

This item is for review and discussion.

### **FINANCIAL IMPACT**

None.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Town_Council_Meeting_and_Study_Session_Schedule_2023.pdf	Scheduling TC Meeting for 2023



**Town of Highland Park  
Proposed Town Council Meeting Schedule  
2023**

<b>Day</b>	<b>Date</b>	<b>Time</b>	<b>Type of Meeting</b>
<b>Tuesday</b>	<b>January 3, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>January 17, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>February 7, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>February 21, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>March 7, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>March 21, 2023</b>	<b>N/A</b>	<b>No Meeting - HPISD Spring Break</b>
<b>Tuesday</b>	<b>April 4, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>April 18, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>May 2, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>May 16, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>June 6, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>June 20, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>July 4, 2023</b>	<b>N/A</b>	<b>No Meeting</b>
<b>Tuesday</b>	<b>July 18, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>August 1, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>August 15, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>September 5, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>September 12, 2023</b>	<b>8:00 a.m.</b>	<b>Special Town Council Meeting Budget and Tax Rate Approval</b>

<b>Day</b>	<b>Date</b>	<b>Time</b>	<b>Type of Meeting</b>
<b>Tuesday</b>	<b>September 19, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>October 3, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>October 17, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>November 7, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>November 21, 2023</b>	<b>N/A</b>	<b>No Meeting</b>
<b>Tuesday</b>	<b>December 5, 2023</b>	<b>8:00 a.m.</b>	<b>Town Council Meeting &amp; Study Session</b>
<b>Tuesday</b>	<b>December 19, 2023</b>	<b>N/A</b>	<b>No Meeting</b>



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: December 6, 2022

Department: Town Attorney

Presenter: Matthew Boyle

---

### **TITLE**

In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.074, the Town Council will convene into closed session to deliberate the appointment, employment, and duties of the Town Administrator and Department of Public Safety Chief.

### **BACKGROUND**

### **RECOMMENDATION**

### **FINANCIAL IMPACT**

### **ATTACHMENTS:**

**File Name**

**Description**