

RESOLUTION NO. 012-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS RATIFYING A SERVICE AGREEMENT BETWEEN THE TOWN OF HIGHLAND PARK AND ENVIRODREDGE, LLC FOR THE DREDGING OF EXALL LAKE; MAKING FINDINGS EXEMPTING SUCH CONTRACT FROM THE REQUIREMENTS OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Exall Lake, located in the Town of Highland Park (the "Town"), required emergency dredging to prevent the breeding of mosquitoes and growth of algae and associated public health hazards; and

WHEREAS, Texas Local Government Code Section 252.022(a)(2) provides that procurements necessary to preserve or protect the public health or safety of the municipality's residents are exempt from competitive bidding; and

WHEREAS, the Town Council finds it was necessary for the Town to enter into an emergency service agreement for the dredging of Exall Lake without the delay of competitive bidding to preserve and protect the health and safety of Town residents.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Highland Park, Texas:

SECTION 1. That the findings and premises contained in the WHEREAS clauses above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes. The Town Council specifically finds that the above stated conditions existed at Exall Lake, that it was necessary for staff to procure emergency dredging services for the lake, and that this procurement was not subject to the competitive bidding requirements of Chapter 252 of the Local Government Code because it was necessary to preserve and protect the public health and safety of the Citizens of the Town.

SECTION 2. That the Service Agreement, attached hereto as **Exhibit A**, executed by Town staff for the emergency dredging and the expenditure of \$101,432 for the services provided by ENVIROdredge are hereby ratified and approved.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

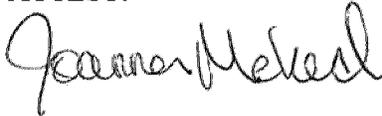
PASSED AND APPROVED by the Highland Park Town Council on this 16th day of July 2024.

APPROVED AS TO FORM:



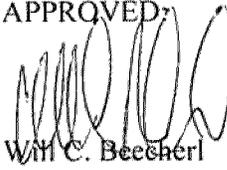
Susan Thomas  
Town Attorney

ATTEST:



Joanna Mekeal  
Town Secretary

APPROVED:



Will C. Beecher  
Mayor

**Exhibit A to Resolution**  
ENVIROdredge Service Agreement



**SERVICE AGREEMENT**

DATE: 06-19-2024  
CUSTOMER: Town of Highland Park: Exall Lake

The undersigned "CUSTOMER" agrees to the terms and conditions set forth in the "SERVICE AGREEMENT." The SERVICE AGREEMENT constitutes the entire agreement between Customer and Envirodredge and supersedes all prior or contemporaneous understandings and agreements relating to the subject matter in this agreement. The Service Agreement relates only to the services set forth in the "ESTIMATE" provided to customer. Any waiver or modification of any provision of this Service Agreement shall be effective only if in writing and signed by Customer and Envirodredge.

**Start Date: Start date and proposed schedule to be agreed upon by all parties.**

***Services Provided:***

QUOTE: Exall Lake Southwest Cove  
Total: \$101,432.00

**SEDIMENT REMOVAL PHASE**

***Sediment Removal***

*A portable sediment removal system will be used to pump silt and sediment materials utilizing a Hydraulic Dredge through a temporary/portable pipeline into a sediment containment tube placed at a suitable onsite location.*

*Envirodredge team members shall have access to all shoreline between the dredge and the dewatering area for staging the temporary pipeline.*

ESTIMATED SOFT SEDIMENT VOLUME: 1,088 cubic yards (in situ)  
COST: \$26.00 per cubic yard.  
TOTAL COST: \$28,288.00

*Includes:*

- hydraulic dredge
- Discharge pipes / hoses
- Dredge crew, including dredge operator
- Booster pump

## Envirodredge Service Agreement

### Notes:

- Sediment numbers based on manual probe survey.
- Areas of rock and impermeable surfaces may affect the estimated total volume of removable sediment.
- Shrinkage in geo textile bags does not correlate to in situ measures.
- Specific water depth is not guaranteed nor implied, as water levels change and sediment migrates.
- Clay will not slurry and may not be removable with suction dredging, even if penetrable by manual probe.
- Estimates are based off cubic yards removed, not water depth.

### **Geo Textile Dewatering**

Geo Textile (Geo Tube) will be used to dewater sediment.

TOTAL FIXED COST: \$10,064.00

### Includes:

- \*Geo textile bag material
- \*Polymer injection
- \*Return water management

### **Materials: Containment & Erosion**

Water containment and erosion control.

TOTAL FIXED COST: \$2,400.00

### **Site Prep**

Prepare base for dewatering area

\*includes excess materials needed for leveling

TOTAL FIXED COST: \$8,200.00

### **Dredge Launch & Removal**

TOTAL FIXED COST: \$5,980.00

### **Mobilization For Sediment Removal Phase**

Mobilize equipment and crew.

TOTAL FIXED COST: \$3,000.00

**Total Sediment Removal Phase: \$57,932.00**

### **DISPOSAL PHASE**

#### **Material Transport & Disposal**

Haul off and disposal of dewatering bag, contents, and any construction waste.

TOTAL FIXED COST: \$36,000.00

## Envirodredge Service Agreement

### *Includes:*

- material loading
- material transport (dump site must be within ten miles of project location)
- haul off and disposal of dewatering bag and other materials

### **SITE CLEAN UP**

*Rough grade and seed dewatering area.*

**TOTAL FIXED COST: \$4,500.00**

### *Excludes:*

- sod
- irrigation (customer will be responsible for irrigation or watering for propagation)
- finish grading

### **Equipment Mobilization/Demobilization for Disposal Phase**

**TOTAL FIXED COST: \$3,000.00**

**Total Sediment Removal Phase: \$43,500.00**

### **NOTES & EXCLUSIONS:**

1. *Excludes restoration of streets, sidewalks, lawns, public lawns, or irrigation lines. Except for the dewatering bag, we will work from the water and maintain a clean and safe work environment and will use every precaution to be non-invasive with little to no impact on the surrounding environment.*
2. *Envirodredge is not responsible for Unknown or unmarked underwater structures. **Customer is responsible for removal of ANY Fountains, aerators, and all lines prior to dredging (personal or community).***
3. *Envirodredge is not responsible for unmarked, underground utilities or irrigation. **Customer is responsible to have marked any utility lines or irrigation lines surrounding the work area. Metal plates to secure dredge lines may be driven into the ground surrounding the shoreline, if a cable driven dredge is used. Customer understands that if lines are not marked properly, they could be damaged during work.***
4. ***Customer is responsible for disconnecting any sprinkler system in dewatering area prior to project start date. Envirodredge will NOT be responsible for reconnecting sprinkler system at project completion and will NOT be responsible for any repairs to the sprinkler system in the dewatering area.***
5. *Envirodredge is not responsible for the Haul off and/or disposal of dewatered materials unless annotated under the Services Provided listed on this Service Agreement.*
6. *Customer understands that the haul off and disposal phase will be scheduled only when contents of the dewatering bag are dried sufficiently for loading and transport. This can be dependent on type of material, bag size, and weather, but is approximately 90-120 days after sediment removal is completed. An envirodredge team member will pull a monthly sample from*

## Envirodredge Service Agreement

*the bag beginning 60 days after sediment removal to test for readiness of material for transport.*

- 7. If Envirodredge is completing the disposal, the disposal site must be within a 10 mile radius.*
- 8. Disposal/tipping fees shall not exceed \$100 per truck load.*

### **PAYMENT TERMS:**

- 50% deposit (\$28,966.00) for the Sediment Removal Phase will be due upon execution of Service Agreement and project scheduling.
- Balance of Sediment Removal Phase (\$28,966.00) will be due on completion of the Sediment Removal Phase.
- 50% deposit (\$21,750.00) for the Disposal Phase will be due upon project scheduling.
- Balance of Disposal Phase (\$21,750.00) will be due upon completion of Disposal Phase.

### **Change Orders:**

*Any other site activity, changes, additions or deviation from the proposed work may be executed in writing and signed by Customer and Envirodredge. Customer will be given an estimate for the changes prior to any work being done.*

### **Project Delays:**

*Once on location, if the project is delayed or shut down for any reason that is no fault of Envirodredge (except in the case of Force Majeure or equipment failure), customer agrees to pay Envirodredge \$5,500.00 per day for each day Envirodredge is unable to perform contract services up to and limited to five days. Customer and Envirodredge will have this five day period to reach a resolution. This resolution includes the Customer's right to resume work, delay work to a future date, or cancel the contract for any portion not yet performed. In the event of cancellation, Customer agrees to pay any outstanding balances for materials and work already completed. If work is to be resumed at a later date, Envirodredge will give an estimate for re-mobilization costs and any geotextiles or other materials that may need to be re-purchased. Envirodredge agrees to notify Customer of any shutdown if work cannot be resumed within 24 hours. The daily rate will not be charged on the first day of shutdown but will begin after the initial 24 hour period has expired. A shut down would be considered a stop work order from a regulatory agency, utility provider, or legal dispute.*

### **Completion of Services:**

*Envirodredge shall notify Customer when the services are completed in accordance with the terms and conditions as described in the "Estimate." Customer will be asked to sign a document to state he or she has verified satisfactory completion (attached).*

### **Permits:**

*Permits are granted in the name of the owner and owner is ultimately responsible for any local, state or federal permits that maybe required for this project. Envirodredge will not begin work on the project site until permits have been granted or letter of no permit required has been granted.*

**Warranty and Disclaimer:**

*Envirodredge warrants that it will provide the services described in the Estimate in a workmanlike manner, comply with all relevant laws applicable to the provision of the Service Agreement and will comply with conditions of permits. Customer acknowledges that because vegetation growth and sedimentation is a natural and ongoing occurrence, Envirodredge makes no representations or warranties with respect to the regrowth of aquatic plants or future sediment accumulation after the date services are completed.*

**Assignment:**

*This Service Agreement is not assignable, in whole or in part, by Customer without Envirodredge's written consent. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Customer and Envirodredge.*

**Insurance Requirements:**

*Prior to any work under this Service Agreement, Envirodredge will obtain and maintain in force for the term of this Service Agreement the following insurance coverage, at its own expense.*

**ADDITIONAL INSURED:**

*Envirodredge will name the Customer, its officers, directors and staff as additional insured in Envirodredge's general liability insurance policy for any claims arising out of Envirodredge's work performed pursuant to this Service Agreement.*

**RIGHT OF SUBROGATION:**

*Envirodredge's general liability policy will waive right of subrogation and shall be primary with no right of contribution from any insurance maintained by the Additional Insured parties identified herein.*

- *Worker's Compensation Insurance and Employer's Liability for all workers on the property with minimum limits of \$1,000,000.0 each occurrence, \$1,000,000.00 total policy, \$1,000,000.00 per employee.*
- *Comprehensive General Liability, including contractual and completed operations: \$1,000,000.00 per occurrence and a general aggregate amount of \$2,000,000.00 for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards.*
- *Automobile Public Liability Insurance: combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage covering all owned, non-owned and hired vehicles.*
- *Umbrella or Excess Liability Insurance: \$2,000,000.00 per occurrence.*

*Envirodredge will furnish satisfactory evidence of the required insurance to Customer prior to the execution of this Service Agreement. Envirodredge agrees that no policy may be cancelled or materially altered without giving 30 day notice to Customer.*

## Envirodredge Service Agreement

*All subcontractors or partners of Envirodredge will comply with the same insurance requirements.*

*Envirodredge and its subcontractors shall meet minimum OSHA safety requirements as applicable to their operations.*

### **Force Majeure:**

*If the performance of this Service Agreement is interfered with by any circumstances beyond the reasonable control of the parties, including, but not limited to, strikes, slowdowns, riots, picketing or boycotts, local union, or act of God, war or terrorism, then the parties shall be excused from performance on a day-by-day basis to the extent of such interference.*

### **Non-Disclosure and Non-Disparagement:**

*Subject to the requirements of the Texas Public Information Act, Customer agrees that it will not share proprietary information or processes of which the customer may become privy to any person or company that may be deemed a competitor. The only information or processes subject to this provision is a process or information that has been clearly marked and identified as "Confidential" or "Proprietary." Customer agrees to not disparage Envirodredge either online, through social media, or other public forum.*

### **Disputes:**

*In the event of a dispute, Customer agrees to mediation and agrees that both parties (Customer and Envirodredge) will bear the cost of their own fees associated with mediation and their own attorneys. Further, Customer agrees that these fees will not be recovered in the reward of neither the claimant nor the defendant.*

*LIQUIDATED DAMAGES: Customer agrees that any claim that results in an award to the customer, the award paid by Envirodredge will not exceed the value of the contract.*

### **Indemnification:**

*Envirodredge shall indemnify, defend, save and hold harmless the town and its officers, employees and agents from and against all causes of action, fines, judgements, losses, claims damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, joint or several, whether they be for personal injury or property damage or any other type of claim, which may be asserted against any of them arising out of or related to (I) actions involving the error, omission, or intentional misconduct by Envirodredge or its agents in the carrying out of the services during the term of this service agreement; (II) the negligence or willful or wanton misconduct of Envirodredge or its agents; (III) any violation of any requirement applicable to Envirodredge or its agents under any federal, state, or local law or regulation; (IV) the failure of Envirodredge to perform specified duties under this service agreement; or (V) the breach of this service agreement by Envirodredge, except in each case to the extent caused by the gross negligence or willful or wanton misconduct of the town. Obligations under this section shall not*

*be limited to the limits of coverage of insurance maintained or required to be maintained by Envirodredge under this agreement. This section shall survive the termination of this agreement.*

**Independent Contractor:**

*Envirodredge shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all Town, state, and federal requirements governing employer/employee relations. Envirodredge hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.*

**Compliance with Laws:**

*Envirodredge shall comply with all applicable federal, state, and local laws applicable to the Services performed under this Agreement.*

**Failure to Pay Invoice:**

*In accordance with the laws of the state of Texas, if the Customer fails to pay invoice within 30 days after final invoice, Envirodredge may exercise their right to file a contractor's lien on the property where work was performed.*

**Governing Law:**

*This Service Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Service Agreement shall be in a court of competent subject matter jurisdiction in Dallas County, Texas.*

**Notices:**

*Any notice to be given by either party to the other shall be in writing and either personally delivered or sent by fax, US mail, or a reputable carrier to the address of each party set forth on the signature page hereof. Notices shall be deemed delivered within five business days if sent by US mail or when delivered by hand or by overnight courier. Each party may change the address where notice is to be sent by providing notice pursuant to this section.*

**Severability:**

*If any part of this Service Agreement is found to be invalid or unenforceable, then that part of the Service Agreement shall not affect the validity or enforceability of the remainder of the Service Agreement.*

**Certification Regarding Terrorist Organizations:**

*To the extent of this Service Agreement constitutes a contract for goods or services for which a written verification is required under 2252.151.154 Texas Government Code, Envirodredge hereby certifies that it and its parent company, wholly or majority-owned subsidiaries, and other*

Envirodredge Service Agreement

*affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies and services to a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.*

**Entire Agreement:**

*This Service Agreement and the attached Estimate contains the entire agreement between Envirodredge and the Customer, and there are no representations, understandings, commitments, or agreements relative hereto which are not fully expressed herein. No modification of this Service Agreement shall be binding unless such modifications are in writing and signed by both parties. This Service Agreement shall be binding upon the parties and each of their successors and permitted assigns.*

*ENVIROdredge is authorized to do the work as specified, and each party represents and warrants that it has the authority to execute this Service Agreement.*

*Unless a prior agreement/arrangement has been made and agreed upon by Envirodredge and Customer a 50% deposit of the Estimate will be required 30 days prior to commencing the job. The remaining 50% will be due upon completion of the job scope as laid out in this Service Agreement.*

*Thank you for choosing Envirodredge, LLC. as your trusted provider for your dredging needs. The greatest compliment you can give us is to refer a friend to us.*

CONTRACTOR:  
ENVIRODREDGE LLC

PO BOX 35  
NEW SUMMERFIELD, TX 75780

CUSTOMER:  
Town of Highland Park  
ATTN: Town Administrator  
4700 Drexel Drive  
Dallas, TX 75205

BY: 

PRINTED: TAMMY PERRY  
TITLE: PARTNER

DATE: 06/12/2024

BY: 

PRINTED: Taber E. Maples  
TITLE: Town Administrator

DATE: 6-19-24