

NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) RFQ NUMBER 2020-01 PROFESSIONAL SERVICES FOR ARCHITECTURAL DESIGN AND LANDSCAPE ARCHITECTURE DESIGN, TOWN OF HIGHLAND PARK, TEXAS

The Town of Highland Park, Texas (*the “Town”*) invites and requests the submission of a Request for Qualifications (*the “RFQ”*) from interested architectural firms. Services to be provided include both architecture study and recommendations, customary architectural design services (*including the following phases: (a) Schematic Design, (b) Design Development, (c) Construction Documents, (d) Bidding and Negotiation and (e) Construction Administration*) and landscape architecture services for the design and implementation of the Town’s Capital Improvement Program (*the “CIP”*) and Projects related to the Town’s *Hackberry Creek Master Plan*. In addition, the Town seeks recommendations from interested architectural firms for related Civil Engineering / Structural Engineering Services, Mechanical / Electrical / Plumbing (MEP) Engineering Services and Geotechnical Engineering Services (*including Construction Materials Testing Services*) for work related to the Projects identified in this RFQ.

1. GENERAL INFORMATION.

- A. **Contract Award.** The Town reserves the right to select one or more firms to work on projects and reserves the right to select one or more particular firms to work on multiple projects defined under this RFQ.
- B. **Contract Agreement.** The Contract to be executed by and between the Town and selected Responding Firms will be solely determined by the Town at the completion of the selection process. The Town may elect to execute a Standard Professional Services Agreement or may elect to execute the AIA Document B101-207, “*Standard Form of Agreement Between Owner and Architect,*” with contract modifications as specified by the Town Attorney.
- C. **Term.** Selected Responding Firms identified for award will be utilized by the Town for a Primary Term of 5-years. Upon conclusion of the Primary Term the Town may elect to execute up to three (3) optional 12-month Renewal Terms. Under no circumstances under this RFQ shall the Primary Term and executed Secondary Terms exceed a total of 8-years.
- D. **Project Revisions.** The Projects identified in this RFQ are currently under consideration and there is no guarantee that the Town will proceed with the Projects. Additional Projects may be considered that are not currently identified in the RFQ.
- E. **Project Budgetary Estimates.** The Budgetary Cost Estimates are conceptual and are included in this RFQ for review. Funding for the identified Projects is subject to change at any time.

- F. **Submission Reimbursement.** There is no expressed or implied obligation for the Town to reimburse Responding Firms for any expenses incurred in preparing a Submission for this RFQ.
- G. **Response Submissions.** Responses to this RFQ will be received until 2:00 P.M. Central Standard Time on Friday, October 30, 2020 at:

Town of Highland Park, Texas
Attention: Kathleen G. Stewart, Director of Town Services
Subject: Town RFQ 2020-01
Submit items to 1st Floor, Customer Service Area at Highland Park
Town Hall
4700 Drexel Drive
Dallas, Texas 75205

and shall include the information requested hereafter. Responses that are attempted to be submitted after this time will not be accepted by the Town. Response submissions should clearly be marked “RFQ 2020-01.”

The Town will establish a Review Committee to review the Submissions received by Responding Firms and will assess the submissions based on the Evaluation Criteria identified in Paragraph 3 of the RFQ.

- H. **Submission 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 U.S. Mail to each firm individually. A collective listing of participating firms or a listing of selected firms will not be published except where required by law.

The Town reserves the right to retain all responses and to use ideas included in a Submission regardless of whether the Responding Firm is selected for award. Submission of a response indicates acceptance by the Responding Firm of the conditions contained in this RFQ.

- I. **Pre-Submission Meeting.** A Pre-Submission Meeting will be held on **Thursday, October 22, 2020 at 10:00 A.M.** The Pre-Submission Meeting will be held via videoconferencing 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 RFQ shall be directed in writing by U.S. Mail:

Via U.S. Mail or Physical Dropoff:

Town of Highland Park

Attention: Kathleen G. Stewart, Director of Town Services

Subject: Town RFQ 2020-01

Highland Park Town Hall, 3rd Floor

4700 Drexel Drive

Dallas, Texas 75205

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

- K. **Contact with Town Staff.** Responding Firms are not permitted to contact (*by any means of communication*) Town staff or other persons affiliated with the Town, for any reason other than consulting on 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 RFQ, and these requests shall be in writing and shall be directed to the contact person identified above.

2. **CONSULTANT SELECTION PROCESS.**

- A. **Selection Process.** The Town will establish a Review Committee that will assess the Submissions and identify the Responding Firms for a follow-up discussion. The Review Committee will determine the format for follow-up discussions with identified Responding Firms. A maximum of 3-Responding Firms may be selected for a follow-up discussion. However, the Town may elect to identify only 2-Responding Firms for a follow-up discussion.
- B. **Evaluation Criteria and Weight.** The Evaluation Criteria (*and the maximum points assignable to each criterion*) is as follows:

- | | |
|--|------------------|
| 1. Architect Introduction and Letter of Interest. | 10-Points |
| 2. Responding Firm's Statement of Qualifications (SOQ). | 20-Points |
| 3. Prior Related Work Experience. | 25-Points |
| 4. Project Design Delivery Team Recommendations. | 30-Points |
| 5. Achieving the Town's Desired Expectations. | 15-Points |

3. EVALUATION CRITERIA.

A. **Architect Introduction and Letter of Interest.** This document shall be restricted to 2-letter size pages in length with normal pagination. This document, to be signed jointly by the Partner-In-Charge and the proposed Project Architect / Manager should be a statement in essay form that allows personal expression as to:

1. Why do you believe your firm is aptly suited to recommend a multi-disciplinary design team, as well as performing customary architectural services for the Town to implement the Town's Park Capital Improvement Program (CIP) and the Town's *Hackberry Creek Master Plan* Projects?
2. What value-added qualities and/or attributes does your firm possess that would render superior performance on your assignments for the Town?
3. Identify specific, verifiable instances where other clients (*North Texas Region clients are preferred*) have benefitted as a result of your association with their construction program. *Please express this response in terms of outcomes to the greatest extent possible.*

B. **Respondent Firm's Statement of Qualifications (the "SOQ").**

1. **AIA B305-1993 (Architects Qualification Statement).** Attach a completed AIA Document B305-1993 (*Architects Qualification Statement*). If a Responding Firm has multiple offices, submit one B305-1993 for the office which will be assigned to manage the Project work, and a separate B305-1993 providing the information for the collective company.

Where articles on the B305-1993 would be duplicated on supplemental requested information, so stipulate on the form (*the articles on the B305-1993 may duplicate but should not be interpreted as to substitute for any of the information regarding relevant work experience as described below*). Do not leave any spaces on the B305-1993 blank.

2. **Additional Required Information.** This information may be provided on separate summary pages. Responses to each question shall be limited to 1-letter sized page in length with normal pagination (*1-page response for Item 2.a, 1-page response for Item 2.b, etc. For item 2.e, there should be a 1-page summary and resumes for each individual are limited to 1-page per person.*).

- a. Comment on your firm's qualifications, including general information and a brief narrative history of the firm. Include a chronology of the firm's origin through its current status and identify changes in ownership, local or address since its inception.
- b. Comment on your firm's experience with reviewing your standard / general specifications that you would anticipate using on the Town's Parks CIP and the Town's Hackberry Creek Master Plan Projects. Comment on your process in working with clients regarding amendments and/or modifications to the firm's standard / general specifications. Of interest to the Town is the firm's method of presenting the specifications and to cite examples with other clients where the firm's standard / general specifications were amended due to the needs of the client.
- c. Comment on your firm's experience with historic preservation projects or preservation projects in general.
- d. Comment on your firm's ability and commitment to provide errors and omissions / professional liability insurance, which must be compliant with the requirements identified in this RFQ.
- e. Identify the senior personnel that your firm would propose to assign to Projects, if selected. Provide a brief resume (*not-to-exceed 1-letter sized page in length with normal pagination*) for each person which includes relevant professional experience. The Town expects that all parties that are completing design work on the Projects will be identified during the RFQ Selection Process, regardless of rank and title. Also, please provide a commitment statement that such initially assigned personnel shall remain so assigned throughout the construction, substantial completion, final punch list and final acceptance process.

C. Prior Related Work Experience.

1. Provide a list of your firm's prior experience in the design and construction of similar projects within the last 5-years. Providing this information constitutes the Responding Firm's invitation for the Town to contact the persons listed.

This list shall include, in this order, 1-project per letter sized page (*if the projects identified are included on the B305-1993 form, then the Responding Firm shall ensure that all of the information listed below is included on the B305-1993 Submission. If this information is not included on the B305-1993 form, then the information would be included on this summary page*):

- a. Name and location of the Project.
- b. Name of Owner.

- c. Mailing Address of Owner.
- d. Telephone / Facsimile Number of Owner.
- e. Owner's Contact Person and Email Address.
- f. Description of Project.
- g. Size and Scope of Project.
- h. Date of Commencement – Design.
- i. Date of Commencement – Construction.
- j. Date of Substantial Completion.
- k. Original Design Contract Construction Cost Estimate for the Project.
- l. Dollar Value of Construction at Date of Contract.
- m. Dollar Value of Construction at Owner's Final Acceptance of the Project.
- n. Names and Titles of Responding Firms Senior Project Personnel.
- o. General Contractor.
- p. General Contractor's Contact Person and Email Address.
- q. General Contractor's Address and Telephone Number.

D. Project Design Delivery Team Recommendations.

1. **Recommendations for the Selection of Design Delivery Team.** The Responding Firm will provide recommendations to the Town for selection of the Design Delivery Team for work on the Projects, including:

- a. **Geotechnical Engineering.** The Geotechnical Engineering Firm will be recommended by the Responding Firm and will contract directly with the Town. The Geotechnical Engineering Firm recommended by the Responding Firm will also contract directly with the Town regarding the performance of construction materials testing services (*when services are required*).

The Responding Firm will provide a brief resume (*not-to-exceed 1-letter size page in length with normal pagination*) for each person from the Geotechnical Engineering Firm that will be working on Projects, including relevant professional experience. Of specific interest to the Town is the previous experience that the recommended Geotechnical Engineering Firm has in working with the Town and with the current Town staff.

The Town reserves the right to select the Geotechnical Engineering Firm outside of the Responding Firm's recommendation.

- b. **Civil Engineering.** The Civil Engineering Firm will be recommended by the Responding Firm and will contract directly with the Town.

The Responding Firm will provide a brief resume (*not-to-exceed 1-letter size page in length with normal pagination*) for each person from the Civil Engineering Firm that will be working on the Projects, including relevant professional experience. Of specific interest to the Town is the previous experience that the recommended Civil Engineering Firm has in working with the Town and with the current Town staff.

The Town reserves the right to utilize an existing Statement of Qualifications (SOQ) to contract with a Civil Engineering Firm on the Projects identified in this RFQ.

- c. Structural Engineering. The Structural Engineering Firm (*when services are required*) will be recommended by the Responding Firm and will contract directly with the Town. The Structural Engineering function may be recommended to be completed by the same firm that is completing the Civil Engineering Services, or the recommendation may be for a separate firm.

The Responding Firm will provide a brief resume (*not-to-exceed 1-letter size page in length with normal pagination*) for each person from the Structural Engineering Firm that will be working on the Projects, including relevant professional experience. Of specific interest to the Town is the previous experience that the recommended Structural Engineering Firm has in working with the Town and with the current Town staff.

The Town reserves the right to select the Structural Engineering Firm outside of the Responding Firm's recommendation.

- d. Mechanical / Electrical / Plumbing (MEP) Engineering. The MEP Engineering Firm (*where services are required*) will be recommended by the Responding Firm and will contract directly with the Town. The MEP Engineering function may be recommended to be completed by the same firm that is completing the Civil Engineering Services, or the recommendation may be for a separate firm.

The Responding Firm will provide a brief resume (*not-to-exceed 1-letter size page in length with normal pagination*) for each person from the MEP Engineering Firm that will be working on the Projects, including relevant professional experience. Of specific interest to the Town is the previous experience that the recommended Structural Engineering Firm has in working with the Town and with the current Town staff.

The Town reserves the right to select the MEP Engineering Firm outside of the Responding Firm's recommendation.

E. **Achieving the Town's Expectations.**

1. **Summarize how your firm plans to achieve the following outcomes at the conclusion of the Primary Term and with any executed Secondary Terms:**

- a. **Projects Completed On-Time.** Work on the Projects was designed efficiently, included effective coordination between all stakeholders and resulted in the construction of Projects that were completed within the Town's time expectations.
- b. **Projects Completed Within Budget.** The Projects were designed and constructed within the desired project scope, to a level of detail as originally envisioned during the development of the Town's Parks CIP and during the development of the Town's *Hackberry Creek Master Plan*, work was completed on the Projects within the Town's Budgetary Estimates and within the identified financial constraints of the Town.
- c. **Projects Built-To-Last.** The Projects were designed to achieve an effective extension of the Town's infrastructure and facilities (*extending the expected service life into the identified future years*) within the Town's expectations during the development of the Town's Parks CIP and during the development of the Town's *Hackberry Creek Master Plan*, achieving the desired scope necessary to enhance and preserve the Town's Park System and the Hackberry Creek Corridor for future generations.

4. **ADDITIONAL INFORMATION REQUIREMENTS AND RESPONDENT FIRM ACKNOWLEDGEMENTS.**

- A. **Insurance Requirements.** The Town of Highland Park requires current professional liability insurance for firms with which it will contract. The *Town of Highland Park Contractor Insurance Requirements* are attached at the end of this RFQ Document. Please confirm the Responding Firm's ability to satisfy the coverage requirements if selected.
- B. **Claims and/or Litigation.** Responding Firms shall identify and disclose any current claims or litigation by the Responding Firm or by members of the Responding Firm's design delivery team, including those executives who participated in past claims or litigation against the Town of Highland Park while with another company. The Responding Firm's past relationship with the Town will also be reviewed and considered.
- C. **State of Texas Conflict of Interest Questionnaire.** Responding Firms shall complete the State of Texas Conflict of Interest Questionnaire (*Form CIQ*), located at the following website address:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Responding Firms shall include the completed form with the RFQ Submission. It will be the Responding Firm's responsibility to ensure that employees with potential conflicts of interest to identify, and if necessary, resolve such conflict(s) prior to a Submission. Failure to identify such conflicts of interest may result in the Town removing the Responding Firm from further consideration.

- D. **State of Texas Certificate of Interested Parties (Form 1295)**. Responding Firms are advised to review the State of Texas Certificate of Interested Parties (Form 1295), and although this document is not required to be included with the Submission to this RFQ, the successful Responding Firm(s) selected for contract award must provide a completed Form 1295. The Form 1295 is generated and submitted electronically through the Texas Ethics Commission, located at the following website address:

https://www.ethics.state.tx.us/filinginfo/1295/index.php#efa_collapse1.

- E. **Acknowledgement of Prohibition on Contracts with Companies Boycotting Israel**. Effective September 1, 2017, and amended effective September 1, 2019, the Responding Firms shall acknowledge, in accordance with Chapter 2271 of the Texas Government Code, that the Responding Firm does not boycott Israel and will not boycott Israel during the term of any contract with the Town to provide goods and services to the Town. The Responding Firm further acknowledges this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered by and between the Town and the Responding Firm for (1) professional or consulting services subject to the Services Act – Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (6) for a purchase of supplies, materials or equipment.
- F. **Acknowledgement of Prohibition on Contracts with Foreign Terrorist Organizations**. Effective September 1, 2017, Responding Firms shall acknowledge, in accordance with Chapter 2252 of the Texas Government Code, that (a) Responding Firms does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Responding Firm is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. The Responding Firm further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into by and between the Town and the Responding Firm for (1) professional or consulting services subject to Services Act – Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (6) for a purchase of supplies, materials or equipment.

G. **Ability to Participate in Federal, State and Local Funded Projects.** Each Responding Firm certifies by Submission that neither the firm nor Principals in the firm are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal, State or Local department or agency.

TOWN OF HIGHLAND PARK
PARKS CAPITAL IMPROVEMENT PROGRAM (CIP)

ITEM	FISCAL YEAR / PROJECT SUMMARY	BUDGET ESTIMATE
1	FISCAL YEAR 2021 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Douglas Park Improvements (Currently in Design)	\$ 490,000
2	FISCAL YEAR 2022 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Lakeside Park Improvements Dykeman Park Improvements Lockhart Park Improvements <i>ARMSTRONG PARKWAY IMPROVEMENTS</i>	\$ 211,885 \$ 250,000
3	FISCAL YEAR 2023 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 218,665
4	FISCAL YEAR 2024 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 225,662
5	FISCAL YEAR 2025 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 232,883
6	FISCAL YEAR 2026 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 240,335
7	FISCAL YEAR 2027 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 248,026
8	FISCAL YEAR 2028 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 255,963
9	FISCAL YEAR 2029 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 264,154
10	FISCAL YEAR 2030 <i>PARK RENOVATION / REHABILITATION PROGRAM</i> Programming to be determined	\$ 272,607
TOTAL FUNDING ALLOCATION		\$ 2,910,180

TOWN OF HIGHLAND PARK
PARKS CAPITAL IMPROVEMENT PROGRAM (CIP)

ITEMS FOR ADDITIONAL CLARIFICATION REGARDING THE PARKS CIP.

1. **Studies and Concept Planning.** The Town reserves the right to request assistance from selected firms in the development of the programming for the Town's Park Renovation / Rehabilitation Program in future years where specific programming has not been completed. Tasks include (*but is not limited to*) park assessments, facilities, equipment and park accessories assessment, concept studies and/or concept plans and the development of preliminary project estimates.

2. **Town Swimming Pool.** The Town will be performing a facilities assessment on the Town Swimming Pool, 3801 Lexington Avenue. The Town reserves the right to request assistance from selected firms regarding the development and implementation of additional steps that are identified from the completed facilities assessment.

HACKBERRY CREEK MASTER PLAN

ITEM	FISCAL YEAR / PROJECT SUMMARY	BUDGET ESTIMATE
1	FISCAL YEAR 2021 Phase 1 Geomorphic Engineering Study Structural Analysis Tree Trimming	\$ 200,000
2	FISCAL YEAR 2022 <i>Phase 1, Year One</i> Project No. 7 - <u>Hackberry Creek North</u> : Channel Walls and Outfalls. Project No. 10 - <u>Hackberry Creek North</u> : Creek Bank Terracing / Step Walls.	\$ 300,000
3	FISCAL YEAR 2023 <i>Phase 1, Year Two</i> Project No. 7 - <u>Hackberry Creek North</u> : Channel Walls and Outfalls. Project No. 15 - <u>Hackberry Creek North</u> : Landscape for Park Edge and Buffer.	\$ 400,000
4	FISCAL YEAR 2024 <i>Phase 2, Year 3</i> Project No. 12 - <u>Hackberry Creek North</u> : Landscape for Slope Stabilization. Project No. 21 - <u>Hackberry Creek South</u> : Creek Bank Terracing and Step Walls.	\$ 300,000
5	FISCAL YEAR 2025 <i>Phase 2, Year 4</i> Project No. 22 - <u>Hackberry Creek South</u> : Landscape for Slope Stabilization.	\$ 200,000
6	FISCAL YEAR 2026 Phase 2 Geomorphic Engineering Study Structural Analysis Tree Trimming	\$ 300,000
7	FISCAL YEAR 2027 Monitoring and Maintenance	\$ 300,000
8	FISCAL YEAR 2028 Monitoring and Maintenance	\$ 300,000
9	FISCAL YEAR 2029 <i>Phase 5, Year 9</i> Project No. 53 - <u>Davis Park</u> : Channel Walls and Creek Bank Stabilization.	\$ 1,000,000
10	FISCAL YEAR 2030 Monitoring and Maintenance	\$ 300,000
TOTAL FUNDING ALLOCATION		\$ 3,600,000

HACKBERRY CREEK MASTER PLAN

ITEMS FOR ADDITIONAL CLARIFICATION REGARDING THE *HACKBERRY CREEK MASTER PLAN*.

1. ***Hackberry Creek Master Plan Vision Projects***. The Town reserves the right to request assistance from selected firms in the development of programming for one or more *Hackberry Creek Master Plan* “Vision Projects” that is not currently identified in the 10-year funding allocation. Tasks may include (*but are not limited to*) facilities assessment, concept studies and/or concept plans, development of preliminary project estimates, project design and construction administration.

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

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 advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by State law



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 ADDRESS:	johnsmith@abonsurance.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:		Insurance Company Name	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.

INSTR	TYPE OF INSURANCE	ADDITIONAL/INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER PERSON <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	987654	04/05/2019	04/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		123456	04/05/2019	04/05/2020	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLASS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X 123456	04/05/2019	04/05/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

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 Town of Highland Park 4700 Drexel Drive Highland Park, Texas 75205	CANCELLATION 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

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 into 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 into the contract.

Contract Identifier: Request for Proposal, RFQ 2020-01
Department: Town 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 into 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 into the contract.

Contract identifier: Request for Proposal, RFQ 2020-01
Department: Town Services Department

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ NUMBER 2020-01
PROFESSIONAL SERVICES FOR ARCHITECTURAL DESIGN AND LANDSCAPE
ARCHITECTURE DESIGN WITH TOWN OF HIGHLAND PARK, TEXAS

Highland Park: Pre-Submission Meeting for RFQ - Architectural Services
Thu, Oct 22, 2020 10:00 AM - 11:00 AM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/ShoneDoville/presubmission-meeting-rfq-architectural-services>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

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